Torres Rojas, Genara FOI#14334

From: Bobbi Matthews [mailto:BMATTHEWS@albanyairport.com]
Sent: Wednesday, October 09, 2013 3:47 PM
To: Leahey, Michele
Subject: Request for Copy of Agreement

Good Afternoon,

I would like to request a copy of the current agreement the Port Authority and Travelex have entered into for foreign currency services.

We are in the process of drafting an agreement with Travelex and would like to view your agreement for reference.

Thank you,

Bobbi Matthews
Purchasing Agent
Albany County Airport Authority
Administration Building, Suite 204
Albany, NY 12211
Phone:(518)242-2213
Fax: (518)242-2640

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

November 4, 2013

Ms. Bobbi Matthews
Albany County Airport Authority
Administration Building, Suite 204
Albany, NY 12211

Re: Freedom of Information Reference No. 14334

Dear Ms. Matthews:

This is a response to your October 9, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the current agreements the Port Authority and Travelex have entered into for foreign currency services.

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/14334-LPA.pdf. Paper copies of the available records are available upon request.

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

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South, 17th Floor
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

CONSENT TO SUBLEASE

Consent Agreement No. AGA-635
Port Authority Lease No. AGA-317
Facility - LaGuardia Airport

THIS CONSENT TO SUBLEASE AGREEMENT (hereinafter called the "Consent"), made as of February 1, 2003, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), MARKETPLACE LAGUARDIA LIMITED PARTNERSHIP (hereinafter called the "Lessee") and TRAVELEX CURRENCY SERVICES, INC. (hereinafter called the "Sublessee"), a Delaware corporation with an office and place of business at 29 Broadway, New York, New York 10006.

WITNESSETH, That:

WHEREAS, by an agreement of lease dated September 19, 1994, bearing Port Authority Lease No. AGA-317 (said agreement of lease, as heretofore and hereafter supplemented and amended being hereinafter called the "Lease"), the Port Authority leased to MarketPlace LaGuardia Limited Partnership certain areas in the Central Terminal Building (hereinafter called the "Terminal") including those in its passenger concourses, its Center Section and its East and West Wings (hereinafter collectively referred to as the "premises") at LaGuardia Airport (hereinafter called the "Airport") to be used by such parties as may be approved by the Port Authority as provided therein; and

WHEREAS, the Lessee and the Sublessee have requested the consent of the Port Authority to a sublease agreement between the Lessee and the Sublessee, dated February 1, 2003, pursuant to which the Lessee has made available to the Sublessee a space in the premises (sometimes hereinafter collectively called the "Space"), and a First Amendment to Retail Sublease between the Lessee and the Sublessee, dated April 27, 2009, copies of which agreements are attached hereto, hereby made a part hereof and hereinafter collectively called the "Sublease Agreement";

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

WHEREAS, the Sublessee and the Lessee have requested the consent of the Port Authority to the Sublease Agreement;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of February 1, 2003, as follows:

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

2. Notwithstanding any provision of the Sublease Agreement to the contrary, including but not limited to Sections 1.1 and 3.2 thereof, this Consent and the Sublease Agreement shall terminate, without notice to the Lessee or the Sublessee, on the day preceding the date of expiration or earlier termination of the Lease, or on such earlier date as the Lessee and the Sublessee may agree upon (in those circumstances where the Lease does not require the consent of the Port Authority to such earlier termination); provided, however, that the Sublease Agreement shall not terminate in the event of the termination of the Lease prior to the expiration of the term of the Sublease Agreement if the Port Authority shall notify the Sublessee and the Lessee at or prior to such effective date of termination of the Lease that the Port Authority shall and does assume the rights and obligations of the Lessee thereunder from the date of such notice and upon such notice the Sublessee shall be deemed to have fully attorned to the Port Authority, all as more specifically set forth in the Lease. In the event of such termination, the Sublessee shall cease its activities and operations at the Terminal, quit the Space and remove its property and property for which it is responsible therefrom on or before the effective date of termination of the Sublease Agreement.

3. If the Lessee shall at any time be in default of any of its monetary obligations under the Lease, and for so long as the Port Authority deems such default to be continuing or uncured, 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. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee as the Port Authority may determine for each payment or part thereof.

4. (a) The Sublessee, in its operations under or in connection with the Sublease Agreement, agrees to assume, observe, be bound by and comply with all the terms, provisions, covenants and conditions of the Lease applicable thereto as if it were the Lessee under the Lease.

(b) All acts and omissions of the Sublessee (including but not limited to those on or with respect to non-exclusive areas, if any) shall be deemed to be acts and omissions of the Lessee under the Lease and, as between the Lessee and the Port Authority, the Lessee shall also be severally responsible for said acts and omissions, including, but not limited to, the obligations of indemnification and repair. Accordingly, pursuant to the foregoing sentence, those acts or omissions of the Sublessee which, if undertaken by the Lessee, would constitute a default or breach under the Lease are subject to the application of Lease provisions which are relevant to

default and breach by the Lessee including, but not limited to, those provisions which may provide Lessee with a grace period to cure a default and which may provide the Lessee an opportunity to perform where fulfillment of its obligation requires activity over a period of time.

5. (a) Without in any way affecting the obligations of the Lessee under the Lease and under this Consent, and the obligations of the Sublessee with regard to the indemnification provisions of the Lease, the Sublessee agrees to 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 attorneys' fees and other legal expenses, including the costs of its "in-house" legal staff as such costs are determined by the Port Authority, incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death and personal injuries or for property damages arising out of the interest of the Sublessee under the Sublease Agreement, any default of the Sublessee in the performance or observance of any term or provision hereof or out of the use, operation, control, or occupancy of the Space by the Sublessee or by others with its consent or out of any of the acts or omissions of the Sublessee, its officers, employees, contractors, agents, representatives, guests, invitees and business visitors on said Space or out of any of the acts or omissions of the Sublessee, its officers, agents, representatives, employees, members (if Sublessee is a limited liability entity, in their capacity as members thereof), managers (if Sublessee is a limited liability entity, in their capacity as managers thereof), and partners (if the Sublessee is a partnership) elsewhere at the Airport, including claims and demands of the City of New York from which the Port Authority derives its rights in the Airport, for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Sublessee shall at its own expense defend any suits based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, and it shall cause its insurers to agree not to, 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.

(c) Notwithstanding anything to the contrary stated herein, including but not limited to the provisions of paragraph 6 herein, in any instance where the Sublessee's obligation to indemnify and hold harmless the Port Authority under this Consent is inconsistent, in conflict with or otherwise different from any obligation to indemnify the Port Authority under any provision of the Lease (to which the Sublease Agreement is subordinate and subject) which requires the Lessee to cause its subtenants to indemnify the Port Authority, then the controlling provisions shall be those which provide the broadest and most comprehensive indemnification of the Port Authority.

6. (a) Neither this Consent 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 Lessee under the Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Sublessee as may be provided under the Sublease Agreement if not granted to the Lessee under the Lease, unless specifically set forth in this Consent, nor shall this Consent or anything contained herein impair or affect any of the duties, liabilities, or obligations imposed on the Lessee under the Lease.

(b) The Sublease Agreement is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Lessee, or the Sublessee that, except as expressly provided for in paragraph 2 herein under the circumstances therein described and then only to the extent therein provided, the provisions of the Sublease Agreement shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative.

(c) In the event of differences and inconsistencies between the terms of the Sublease Agreement and the terms of the Lease, the terms of the Lease shall control, it being the intention of the Lessee and the Port Authority merely to permit the conduct of operations by the Sublessee to the extent permitted by the Lease, the Sublease Agreement and this Consent and not to enlarge or otherwise change the rights granted by the Lease. All of the terms, provisions, covenants and conditions of the Lease shall be and remain in full force and effect. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease Agreement, this Consent shall be controlling. The specific mention of or reference to the Lessee or the Port Authority in any part of the Sublease Agreement including, without limitation thereto, any mention of any consent or approval of either the Port Authority or the Lessee now or hereafter to be obtained, shall not be or be deemed to create an inference that either the Port Authority or the Lessee has granted its consent or approval thereto or shall hereafter grant its consent or approval thereto, or that the discretion of either the Port Authority or the Lessee as to any such consent or approval shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease Agreement to the Port Authority's or the Lessee's approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall, in all respects, be controlling, effective and determinative.

(d) No provision of the Sublease Agreement including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease Agreement covering actions which shall or may be undertaken by the Sublessee including, but not limited to, construction on the Space, title to property, the right to assign the Sublessee's interest in the Sublease Agreement, or to further sublease the subject Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority's or the Lessee's consent or approval thereto will be given or that the discretion of either the Port Authority or the Lessee with respect thereto will in any way be

affected or impaired. Reference in this paragraph to specific matters and provisions contained in the Sublease Agreement shall not be construed as indicating any limitation upon the rights of either the Port Authority or the Lessee with respect to their respective discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease Agreement which are not specifically referred to herein.

(e) It is hereby acknowledged and agreed by the Lessee and the Sublessee that, except as expressly provided in Section 1(e) of the Lease, the Port Authority has no obligation under the Lease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's unamortized capital investment in the Space or at the premises. Any specific mention of or reference in the Sublease Agreement to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease Agreement or the Lease or upon revocation of this Consent with or without cause, of any amount of the Sublessee's unamortized capital investment in the Space or at the premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Lessee to pay, subsidize or finance said unamortized capital investment, except in the event of a termination under Section 1(e) of the Lease, in which event the Port Authority's responsibility with respect to the Sublessee shall be strictly limited to the obligation expressly set forth in such Section 1(e).

(f) Notwithstanding anything to the contrary stated in the Sublease Agreement, certain modifications to the Sublease shall be deemed to have been made thereto, as follows, all of which shall supercede any provisions in the Sublease Agreement which are inconsistent or conflict with such modifications:

(i) in the last paragraph of Section 5.6 of the Sublease Agreement, the Port Authority shall not be bound by any confidentiality obligation undertaken by the Lessee under the Sublease Agreement, it being understood that the Port Authority has the right to apply whatever freedom of information policy is relevant under the circumstances.

(ii) in the event the Sublease is assigned to and assumed by the Port Authority for any reason whatsoever, wherever the Sublease requires or implies that the Lessee shall provide the Sublessee with written notice of a monetary default and breach and/or a grace period for payment obligations, the same shall not bind, apply to or be enforceable against the Port Authority. Accordingly, the Port Authority shall not be obligated to provide written notice to the Sublessee of a monetary default or breach, nor shall the Sublessee be entitled to grace periods with respect to its payment obligations. The foregoing shall be deemed to apply notwithstanding any provisions in the Sublease Agreement to the contrary, e.g., Section 5.7 (entitled "Payment of Rental") and Article 14 (entitled "Default").

(iii) in the event the Sublease Agreement is assigned to and assumed by the Port Authority for whatever reason whatsoever, whenever the Sublease requires the

Lessee to be reasonable, to not unreasonably withhold, delay or condition its consent or approval, to use its reasonable efforts, to use best efforts, to provide reasonable notice of inspections, or the like, the same shall not bind, apply to or be enforceable against the Port Authority which, it is understood, shall be obligated in such instances only not to act arbitrarily and capriciously.

7. No changes or amendments to the Sublease Agreement nor any renewals or extensions thereof shall be binding or effective upon either the Port Authority or the Lessee unless the same have been approved in advance by the Port Authority and the Lessee in writing. The Port Authority may at any time and from time to time by notice to the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto.

8. Anything contained in the Sublease Agreement or this Consent to the contrary notwithstanding, nothing in the Sublease Agreement or this Consent shall be deemed to imply that the Sublessee has the right to make any alteration, demolition, installation, addition or improvement to the premises or the Space, structural or non-structural, exterior or interior, including without limitation the installation of any signs at the Airport, except pursuant to the express written approval of the Port Authority and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority as more specifically provided in the Lease.

9. (a) The Port Authority shall have the right to separately revoke this Consent at any time by the Port Authority without cause, on thirty (30) days' notice to the Lessee and Sublessee, as to any one or more of the spaces at the Terminal at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Lease or the continuance thereof, but the Sublease Agreement as it applies to the space or spaces which are the subject of revocation shall be terminated thereby.

(b) In addition to all other rights of the Port Authority the Port Authority shall have the right to separately revoke the permission granted hereunder without cause, on thirty (30) days' notice, as to any one or more of the concession spaces and storage spaces at the Terminal at which the Sublessee has permission to operate, in which event the Sublessee's obligations with respect to the remaining concession and storage space(s) shall remain in effect.

10. (a) Neither any assignment by the Lessee to the Port Authority of its interest under the Sublease Agreement, nor the application or payment of security deposits to or for the benefit of the Port Authority, nor any direction to the Sublessee to pay rent or other amounts to the Port Authority, nor the payment thereof to and acceptance thereof by the Port Authority shall constitute or denote an assumption by the Port Authority of any of the obligations of the Lessee under the Sublease Agreement.

(b) Without limiting the generality and notwithstanding the provisions of paragraph 6(b) herein, the Sublessee and the Lessee further acknowledge and expressly agree that the Port Authority shall have the right to enforce the Sublease Agreement directly against the Sublessee, including but not limited to all insurance provisions thereof.

11. The Lessee and the Sublessee acknowledge and agree that, except as may be specifically and expressly set forth in the Lease and subject to the terms and conditions of the Lease, the Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with the Sublease Agreement or the use and occupancy of the Space thereunder, including without limitation any obligation to provide or install or cause to be provided or installed any meters or submeters. Without limiting the generality of the foregoing, whenever the Port Authority undertakes pursuant to the Lease to sell, furnish and supply directly to the Sublessee a particular service or utility (e.g., Section 41 of the Lease), the Sublessee shall take the same from the Port Authority and make payment directly to the Port Authority, as required by the Lease, including but not limited to the payment as directed by the Port Authority of any charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the Space or the operations therein) which any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases.

12. (a) In addition to the insurance required to be maintained by the Lessee under the Lease, the Sublessee during the period the Sublease Agreement shall remain in effect shall in its own name as insured and including the Port Authority and the Lessee as additional insureds obtain, maintain and pay the premiums on a policy or policies of commercial general liability insurance, covering bodily injury, including death, products liability and property damage liability, none of the foregoing to contain care, custody or control exclusions, the foregoing to provide for coverage in the limits set forth below. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protection afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority or Lessee, or both, but such endorsement shall not limit, vary, change or affect the protection afforded the Port Authority and Lessee as additional insureds. In addition, the insurance required hereunder shall provide or contain an endorsement providing that the protection afforded the Port Authority or Lessee, or both, thereunder as additional insureds with respect to any claim or action against the Port Authority or Lessee, or both, by the Sublessee shall be the same as the protection afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person as if the Port Authority and Lessee were the named insureds thereunder. Further, the said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under Paragraph 5 hereof.

	Minimum Limit
Commercial General Liability: Combined single limit per occurrence for death, bodily injury and property damage liability	$2,000,000.00
Commercial Automobile Liability: Combined single limit per occurrence for death, bodily injury and property damage liability	$2,000,000.00

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

All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period the Sublease Agreement remains in effect. The Port Authority at any such time may make additions, deletions, amendments to or modifications of the above-scheduled insurance requirements, including an increase in such minimum limits, and may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem advisable and the Sublessee shall promptly comply therewith.

(b) As to the insurance required by the provisions of this paragraph, a certified copy of the policies or a certificate or certificates or binders satisfactory to the Port Authority evidencing the existence thereof, shall be delivered by Lessee to the Port Authority within fifteen (15) days after delivery of this Consent to the Port Authority. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event a 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, unqualifiedly committing the insurer not to cancel, terminate, change or modify the policy without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier 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. Any renewal policy shall be 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 Sublease Agreement. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement thereof. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. The granting of this Consent by the Port Authority shall not be or be deemed to operate as a waiver of the rights of the Port Authority or as a consent as to any subsequent use, occupancy or sublease (by the Lessee or by the Sublessee) of the Space or any other portion or area of the premises under the Lease, or to any assignment of the Lease or the Sublease Agreement or of any rights under either of them, whether in whole or in part.

14. Reference herein to the "Sublessee" shall mean and include the Sublessee, its officers, agents, employees and also others on the Airport with the consent of the Sublessee.

15. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term provision of this Consent or because of its execution or because of any breach or alleged or attempted breach thereof or otherwise.

16. The Sublease Agreement shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

17. Certain Definitions.

(a) **"Airport"** shall mean LaGuardia Airport, consisting of certain premises identified as "LaGuardia Airport" on Sheet LGA-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property and premises as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.

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

(c) **"City Insureds"** shall mean the following entities: The City of New York, the officials and employees of The City of New York (to the extent that the officials and employees of the Port Authority of New York and New Jersey are likewise insured) and the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of the Not-For-Profit Corporation Land of the State of New York, or such successor entity as may be designated by the City.

(d) **"City Lease"** shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, 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 may have been or may be amended or supplemented.

18. The City Lease.

(a) The Lessee and the Sublessee acknowledge that they have received a copy of, and are familiar with the contents of, the City Lease (excepting exhibits, schedules and appendices referenced therein, copies of which are available to, but were not requested by, the Lessee and Sublessee). The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Lessee and the Sublessee than the Port Authority has the power to grant under the City Lease.

(b) In accordance with the provisions of the City Lease, the Port Authority, the Lessee and the Sublessee hereby agree as follows:

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

(ii) The Lessee and the Sublessee shall not pay the fees or other sums under this Consent for more than one (1) month in advance (excluding security and other deposits required under this Consent). Sublessee agrees that amounts due to Landlord under Section 14.3 of the Sublease are Landlord's damages and do not and are not intended to constitute rent payable in advance in the ordinary course of business in contravention of this Section 18(b)(ii);

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

(iv) The Lessee and the Sublessee shall indemnify the City with respect to all matters described in Section 31 of the City Lease to the extent such matters are referenced in, with respect to the Lessee, Lessee's indemnification obligations in the Lease, and with respect to the Sublessee, Sublessee's indemnification obligations in the Sublease and in this Consent;

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

(vi) The Lessee and the Sublessee shall exercise the privileges granted under the Lease and the Sublease, respectively, in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease to the extent applicable to, for the Lessee, Lessee's obligations under the Lease, and for the Sublessee, Sublessee's obligations under the Sublease and this Consent;

(vii) The failure of the Lessee and the Sublessee to comply with the foregoing provisions (after, with respect to the Lessee, the notice and the cure period provided in Section 18(a)(10) of the Lease) shall be an event of default under this Consent, which shall provide the Port Authority with the right to terminate this Consent and exercise any other rights that the Port Authority may have as the grantor of the privilege hereunder; and

(viii) The City Insureds (as such term is defined in the City Lease) shall be named as additional insureds or loss payees, as applicable, under each policy of insurance procured by the Lessee and the Sublessee pursuant to the terms of the Lease, the Sublease and this Consent, as applicable.

19. The Lessee and the Sublessee acknowledge and agree that, in the event the Port Authority exercises its right to revoke or terminate this Consent for any reason other than "without cause", the Lessee and the Sublessee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses, if any, 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 Consent (on failure of the Lessee or the Sublessee to have it restored), preparing such space for use by a succeeding sublessee, 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).

20. The Lessee and the Sublessee acknowledge and agree that, in the event that upon conducting an examination and audit as described in Section 5.6 of the Sublease the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee, the Sublessee 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 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 to 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 hereunder. 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.

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

22. This Consent 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 provisions of Schedule G, attached hereto and hereto made a part hereof.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

Lysa C. Scully

(Title) Assistant Director

(Seal)

Concessions & Airport Services

ATTEST:

Secretary

DAVID CROASDALE

MARKETPLACE LAGUARDIA LIMITED PARTNERSHIP

By: Marketplace LaGuardia, Inc., General Partner

By

Print Name Paul D. McGinn

(Title) President

(Corporate Seal)

ATTEST:

Secretary

TRAVELEX CURRENCY SERVICES, INC.

By

Print Name JON DARIO

(Title) President

(Seal)

APPROVED	
FORM	TERMS
MOL	

LGA—MLLP-CSL AGA-635

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 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 or sublessee, the term Concessionaire shall mean the Lessee or Sublessee herein, as applicable.

Initalled:

For the Port Authority

For the Lessee

For the Sublessee

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

For The Port Authority of NY & NJ

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

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

(notarial seal and stamp)

MICHAEL F. SCHMIDT
Notary Public, State of New York
No. 01SC6118149
Qualified in New York County
Commission Expires November 1, 20 12

STATE OF Massachusetts)
) ss.
COUNTY OF Middlesex)

On the 19th day of March in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Paul McGinn, 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)

KEITH O'GOVAN
NOTARY PUBLIC
My commission expires June 30, 2011

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

On the 2nd day of March in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared JON DARIO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

TARA MARTIN

(notarial seal and stamp)

TARA K MARTIN
STATE OF NEW YORK, NOTARY PUBLIC
QUALIFIED IN NEW YORK COUNTY
LIC. #02MA6209460
COMMISSION EXPIRES MAY 18, 20

Central Terminal Building, LaGuardia Airport

Retail Sublease

between

MarketPlace LaGuardia Limited Partnership

and

Travelex Currency Services, Inc.

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Central Terminal Building, LaGuardia Airport
Retail Sublease

This instrument is a Sublease between **MarketPlace LaGuardia Limited Partnership**, a Delaware limited partnership (the "Landlord") and **Travelex Currency Services, Inc.**, a Delaware corporation (the "Tenant").

The parties to this instrument hereby agree with each other as follows:

ARTICLE 1
DEFINITIONS AND ATTACHMENTS

Section 1.1 **Basic Data.**

Each reference in this Sublease to any of the following subjects shall incorporate the data or definition specified below:

Date:	_____, 2003
Landlord:	MarketPlace LaGuardia Limited Partnership
Landlord's Address:	One Wells Avenue, Suite 205 Newton, MA 02459
Address for Payment of Rental:	As directed by Landlord
Address of Payment of Electric and Water Charges:	Port Authority of New York and New Jersey P.O. Box 17309 Newark, NJ 07194
Landlord's Counsel:	Palmer & Dodge LLP 111 Huntington Avenue Boston, Massachusetts 02199 Attention: John E. Rattigan, Jr.
Tenant:	Travelex Currency Services, Inc.
Tenant's Taxpayer Identification Number:	Ex. 1/4
Tenant's Address:	1000 Franklin Avenue, Suite 100 Garden City, New York 11530 with a copy to: Hodgson Russ LLP One M&T Plaza, Suite 2000 Buffalo, NY 14203 Attn: Sujata Yalamanchili, Esq.
Tenant's Trade Name:	Travelex Worldwide Money
Tenant's Guarantor:	None
Premises:	That portion of the Retail Area shown on **Schedule A** hereto and designated thereon as Location CSDS2A,

ETA1

containing approximately 140 square feet, plus two additional locations to be designated by Landlord (referred to herein as the "ATM Locations"), one containing approximately 50 square feet and located in Concourse A, and one containing approximately 50 square feet and located in Concourse D (collectively, the "Premises").

Retail Area: That portion of the Terminal leased to Landlord under the Prime Lease as such area may be reduced or enlarged from time to time by Landlord in its sole discretion.

Permitted Use: For the purpose of providing the following services: foreign currency exchange, sale/purchase of U.S. and foreign travelers' cheques, travel insurance (including new policies and extensions and modifications of policies), foreign drafts and wires, copy/fax services, domestic money transfers and prepaid telephone cards (subject to the terms of Section 8.1(n) herein), and for the purposes of providing other services approved by Landlord, in writing and in advance, which approval shall be in Landlord's sole and absolute discretion, and for no other purposes or purposes. Notwithstanding the forgoing, the ATM Locations shall be used for the limited purpose of foreign currency automatic teller machines ("ATMs") that will dispense non-U.S. currency only, and for no other purpose or purposes.

Operating Hours: 8 a.m. until 8 p.m., 7 days per week, subject to change as provided in Section 4.1.

Term: Fifty nine (59) calendar months (plus the initial partial calendar month, if any, following the Commencement Date) beginning on the Commencement Date established pursuant to Section 3.1. and expiring on the Expiration Date.

Commencement Date: As determined in Section 3.1.

Expiration Date: January 31, 2008

Time Estimated for Completion of Tenant's Work: Thirty (30) days

Fixed Minimum Rent:

Rent Year	Annual Fixed Minimum Rent	Monthly Payment
1 – 3	Ex. 2.a.	
4 – 5		

Foreign Currency Exchange Percentage Rental Rate: One and one half percent (1.5%)

2/1/06 BS

Travel Insurance Percentage Rental Rate: Ex. 2.a.

Other Services Percentage Rental Rate:

Security Deposit: None

Initial Promotional Contribution:

Annual Promotional Contribution: subject to annual CPI increases determined in the manner provided in Section 6.4 herein.

Tenant's Required Insurance Coverage:

A. Commercial General Liability Insurance (written on an occurrence coverage form) with:

(i) Minimum Limits of Liability:

General Aggregate (per location) $5,000,000

Each Occurrence $5,000,000

Products/Completed Ops $5,000,000

Personal Adv. Injury $1,000,000

Fire Damage $500,000

Medical Expense $5,000

(ii) Coverage Extensions:

Severability of Interest Clause

Contractual Liability including all oral and written contracts

Punitive Damages covered where permissible by law

B. Workers' Compensation and Employers' Liability, with:

(i) Limits of Liability:

Bodily Injury by Accident - $100,000 each accident

Bodily Injury by Disease - $500,000 policy limit

Bodily Injury by Disease - $100,000 each employee

(ii) Coverage Extensions:

Longshore & Harborworkers' Compensation Act, if any basis

Maritime Coverage, if any basis

Voluntary Compensation Coverage

C. Property Coverage: All Risk Property coverage including flood and earthquake, with:

(i)	Valuation:	Replacement Cost with agreed amount endorsement
(ii)	EDP Coverage:	If Any
(iii)	Boiler & Machinery Coverage:	If Any
(iv)	Deductibles:	$5,000 or as approved by Landlord

D. Automobile Liability and Physical Damage with:

(i)	Limits of Liability:	$2,000,000 – Combined Single Limit for Bodily Injury and Property Damage
(ii)	Covered Vehicles	"Any Auto" including all owned, non-owned, leased and hired cars

Section 1.2 **Additional Defined Terms.**

As used herein, the following terms shall have the meanings specified below:

(a) "Airport" means LaGuardia Airport, New York City, New York.

(b) "Common Areas" means those areas and facilities in the Terminal which may be furnished by Landlord or the Port Authority for the common use of Landlord, tenants and other occupants of the Retail Area, and others entitled thereto, their officers, agents and employees, including, without limitation, all loading docks and areas, delivery passages, pedestrian corridors, food courts, ramps, stairways, escalators, elevators, comfort stations or rest rooms, management and other similar areas. Landlord reserves the right, in its sole discretion, to designate, change, reduce or enlarge such areas, facilities or improvements from time to time, subject to the provisions of Section 9.5(b) hereof.

(c) "Consumer Price Index" or "C.P.I." means the "Consumer Price Index for all Urban Consumers – (CPI-U), All Items Unadjusted Index (1982-84 = 100) N.Y., N.Y. – Northern New Jersey, Long Island, NY – NJ-CT" published by the U.S. Department of Labor, Bureau of Labor Statistics. If publication of the Consumer Price Index is discontinued, Landlord shall select whatever index published by the United States Department of Labor at that time is most nearly comparable as a measure of changes in the cost of living in the metropolitan New York City area, or, if such index is not available, a comparable index or statistics on the purchasing power of the consumer dollar published by a responsible financial periodical shall be selected by Landlord in substitution therefor.

(d) "Default Rate" means an annual rate of interest equal to the lesser of the maximum rate of interest for which Tenant may lawfully contract in New York, or four (4) percentage points over the rate announced from time to time by Chase Manhattan Bank at its main office in New York City as its "prime rate."

(e) "Lease Year" shall have the following meaning: the first Lease Year shall mean the period from the Commencement Date through the end of the calendar year in which the Commencement Date occurs; thereafter Lease Year shall mean each succeeding calendar year (or any partial calendar year at the end of the Term).

(f) "Port Authority" means the Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York 10003, landlord under the Prime Lease, and its successors and assigns.

(g) "Premises Delivery Date" means that date on which Landlord delivers notice to Tenant that Landlord's Work in the Premises (as described on **Schedule B** attached hereto) is substantially complete and that the Premises are available to Tenant to commence Tenant's Work.

(h) "Prime Lease" means the lease dated September 19, 1994 between the Port Authority (as landlord) and Landlord (as tenant), covering certain premises in the Terminal, as such lease may be amended from time to time.

(i) "Rent Year" means a period of twelve (12) consecutive months, commencing on the Commencement Date and each successive twelve (12) month period, except that if the Commencement Date shall occur on a date other than the first day of a month, then the first Lease Year shall include the period of the Commencement Date to the first day of the following month and twelve (12) calendar months thereafter.

(j) "Retail Common Areas" means those portions of the Common Areas which are located near the Retail Area and which Landlord is obligated, under the Prime Lease, to maintain and repair.

(k) "**Schedule A**" means **Schedule A (Location of Premises)** attached hereto and made a part hereof. Nothing in **Schedule A** shall be treated as a representation or warranty that the Premises shall be precisely of the dimensions or shapes shown thereon, it being the intention of the parties only to show diagrammatically rather than precisely on **Schedule A** the layout of the Premises; similarly, the use designations, and the names of specific tenants, tenant mixes or airlines, if any, reflected on **Schedule A** are for convenience only and are not to be treated as a representation or warranty that the indicated portions of the Terminal will be put to, or remain available for, any such use. Tenant hereby acknowledges that, in entering into this Sublease, Tenant has not relied on any information shown or reflected on **Schedule A** except for the approximate location of the Premises.

(l) "Taxes" shall mean all real estate taxes, ad valorem taxes and assessments, general and special assessments, user fees (including, for example, without limitation, any fire user or similar fee), taxes on Landlord's gross receipts, or any other tax imposed upon or levied against Landlord on account of its leasehold interest in the Retail Area or against real estate or upon lessees or lessors of real estate as such (rather than persons generally) with respect to the Retail Area, together with the reasonable costs (including fees of attorneys, consultants, and appraisers) of any negotiation, contest, or appeal pursued by Landlord in an effort to reduce the same.

(m) "Terminal" means the building currently known as the Central Terminal Building at the Airport.

Section 1.3 **Attachments.**

The following documents attached hereto or delivered separately to Tenant, as well as all drawings and documents prepared pursuant thereto, are hereby made a part hereof:

Schedule A	-	**Plan Showing the Retail Area and Location of Premises**
Schedule B	-	**Construction**
Schedule C	-	**Certificate of Vote**
Schedule D	-	**Nondiscrimination Requirements**
~~Schedule E~~	-	**~~Contractor Bid Conditions~~**
Schedule F	-	**Rules and Regulations for the Retail Area**
Schedule G	-	**Port Authority Consent to Sublease**

ARTICLE 2
PREMISES

Section 2.1 **Demise.**

(a) Landlord hereby subleases to Tenant, and Tenant hereby subleases from Landlord, the Premises for the Term and at the Rental hereinafter described. Landlord grants to Tenant and its agents, employees and (where such areas are open to the public) its customers, a non-exclusive license to use, in common with others entitled thereto during the Term, the Common Areas, subject to the exclusive control and management thereof at all times by Landlord and the Port Authority and subject to the right of Landlord to designate and change from time to time the portions so to be used, and subject, further, to the rights of Landlord set forth in Section 9.6.

Tenant agrees that Landlord shall have the right to place in the Premises (but in such manner as not unreasonably to interfere with Tenant's use of the Premises) utility lines, telecommunication lines, shafts, pipes and the like, for the use and benefit of Landlord and other tenants and occupants of the Terminal, and to replace and maintain and repair such lines, shafts, pipes and the like, in, over and upon the Premises; Landlord shall endeavor, to the extent commercially practicable, to place any such lines, shafts, pipes and the like above the finished ceiling, within columns or risers, or otherwise not visible within the usable area of the Premises. Such lines, shafts, pipes and the like, shall not be deemed part of the Premises under this Sublease. Tenant shall have no rights with respect to the land or improvements below the floor slab or above the interior surface of the ceiling of the Premises.

(b) This Sublease and Tenant's rights hereunder are and at all times shall remain subject and subordinate to the Prime Lease, as it may be amended, supplemented or extended from time to time. This Sublease shall not take effect without the prior written consent of the Port Authority, except Tenant agrees that if it takes possession of the Premises for any period prior to receipt of such consent it will perform all of its obligations hereunder as fully as if such Sublease was in effect during such period. Tenant hereby agrees to execute the Port Authority's consent to sublease, in the form attached hereto as Schedule G, and return the same to Landlord within ten (10) business days after receipt of a request for execution of such consent by Tenant. Failure by Tenant to fully execute and deliver such consent in a timely manner shall be an Event of Default under this Sublease. Any amendment, supplement, extension or other modification of this Sublease shall be subject to and require the express written approval of the Port Authority thereto and, in the event such consent has not been obtained, such amendment, supplement, extension or other modification shall be, and be deemed to be, void and of no force or effect whatsoever. The Port Authority shall have the right (but not the obligation) to enforce the terms and conditions this Sublease, directly, against Tenant to the same extent as if the Port Authority were Landlord hereunder. Tenant agrees not to take any action or permit any condition to exist within the Premises (or in any other area in the Terminal used or controlled by Tenant) which would cause Landlord to be in default of its obligations under the Prime Lease.

This Sublease shall terminate simultaneously with the termination for any reason whatsoever of the Prime Lease, unless the Port Authority shall notify Tenant and Landlord at or prior to such effective date of termination of the Prime Lease that the Port Authority shall and does assume the rights and obligations of Landlord hereunder from the date of such notice. In the event the Port Authority gives such notice to Tenant and Landlord, the rights, obligations and liabilities of Landlord under this Sublease from the date of such notice (except with respect to (i) any prior acts or defaults of Landlord under this Sublease, which shall not be the subject of any claim of whatever kind by Tenant against the Port Authority or entitle Tenant to an offset against or deduction from any amounts then or thereafter owed by it under this Sublease or to be relieved of any of its obligations under this Sublease and Tenant shall have recourse solely against Landlord with respect thereto, (ii) the application or return of any Security Deposit not actually received in hand by the Port Authority or (iii) any prepayment of Rental by Tenant) shall be deemed to have been assigned to and assumed by the Port Authority and Tenant shall be deemed to have fully attorned to the Port Authority on the foregoing basis for the balance of the term of the subletting and to have agreed that the Port Authority may further assign its rights and interest under this Sublease to any third party of the Port Authority's choice and as of the effective date of such assignment to such third party the Port Authority shall no longer have any obligation or liability under this Sublease.

In the event that the Port Authority notifies Landlord that it has revoked its consent to this Sublease or elected to terminate this Sublease without cause, Landlord may terminate this Sublease without cause upon thirty (30) days' written notice to Tenant. Termination of this Sublease shall not relieve Tenant of any liabilities or obligations under this Sublease which shall have accrued on or prior to, or which shall take effect on, the effective date of termination. Termination of this Sublease shall have the same effect as though such date were the scheduled expiration of the Term specified in Section 1.1 and shall create no obligation on the part of the Landlord or the Port Authority.

In the event that under the provisions of Section 1(e) of the Prime Lease, the Port Authority terminates the Prime Lease with respect to a portion of the Retail Area, and such portion includes any portion of the Premises, and as a consequence thereof the Port Authority revokes its consent to this Sublease (or as to a portion of the Premises) then Landlord agrees to pay to Tenant an amount equal to the Subtenant's unamortized capital investment in the Premises (prorated on a square foot basis if less than all of the Premises are involved). The Subtenant's unamortized capital investment shall be calculated as provided in Section 45(h) of the Prime Lease, with (i) amortization being

calculated on a straight-line basis over the initial term of this Sublease and (ii) expenses for engineering, architectural, professional and consulting services and the supervision of construction being limited to thirty percent (30%) of the costs of work actually performed and labor and materials actually furnished in connection with the construction of the Premises. Such payment will be made after submission to and approval by the Port Authority of necessary evidence of such expenditures as provided in the Prime Lease and will be made either directly by the Port Authority or by Landlord promptly upon receipt from the Port Authority.

Section 2.2 **Relocation.**

Landlord reserves the right, upon not less than sixty (60) days' notice, to require Tenant to relocate all or a portion of the Premises, at Tenant's expense, to an alternate location designated by Landlord. Landlord agrees to consult with Tenant and to use reasonable efforts to designate a comparable location, as determined by Landlord.

ARTICLE 3
TERM

Section 3.1 **Commencement Date.**

If Section 1.1 specifies a fixed Commencement Date, the Term shall commence on and the Commencement Date shall be the fixed Commencement Date; otherwise, the Commencement Date shall be the earlier to occur of the following:

(a) The day on which Tenant opens for business to the public in the Premises with the permission of Landlord, or

(b) The day which is the number of days specified in Section 1.1 as Time Estimated for Completion of Tenant's Work after the Premises Delivery Date.

Landlord and Tenant agree, upon demand of the other, to execute a declaration setting forth the Commencement Date.

Section 3.2 **Termination.**

(a) This Sublease shall terminate on the scheduled expiration of the Term specified in Section 1.1 without the necessity of, and Tenant hereby waives all rights to, any notice to terminate, vacate or quit the Premises.

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

(c) Tenant covenants and agrees to surrender possession of the Premises upon termination of this Sublease (whether by termination, expiration or otherwise) in as good condition as at the commencement of the Term hereunder (or in the case of improvements or alterations made or fixtures installed subsequent thereto, then as of the date such improvements, alterations or fixtures were made or installed) except for reasonable wear and tear (but not the result of any delay or failure to maintain and repair hereunder).

If upon such termination Tenant shall fail to remove any personal property or trade fixtures (which Tenant is allowed under the terms hereto to remove) affixed to the Premises in any way, whether permanent or temporary (removable, however, without any damage to the Premises) on or before the date of termination (other than the existing kiosk that Landlord is responsible for removing, pursuant to Section 7.2(a) hereof), Landlord may remove such property to a public warehouse for deposit or retain the property in its own possession, and sell the property at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant, or may dispose of such property as waste; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand. Tenant hereby agrees to reimburse Landlord for the cost of the removal

or disposal of any improvements to the Premises that incorporate, reflect or display Tenant's trade name, trademark, trade dress, copyright or service mark, after the expiration or termination of the Term.

Section 3.3 **Holding Over.**

Any holding over by Tenant after the expiration of the Term with the written consent of Landlord shall be on a month-to-month basis, terminable by either party on thirty (30) days' notice, and shall be at the same Rental specified herein (prorated on a monthly basis) and shall otherwise be on the terms and conditions set forth herein, so far as applicable. Any holding over without the written consent of Landlord shall be treated as a tenancy at sufferance and shall be on the terms and conditions set forth herein, so far as applicable, except that (i) the Fixed Minimum Rent payable hereunder for each month during the holdover period shall be equal to twice the monthly installment of Fixed Minimum Rent payable during the last full month of the Term, (ii) the installments of Percentage Rental payable hereunder for each month shall be equal to one-sixth ($1/6^{th}$) of the average Percentage Rental payable hereunder for the last three (3) Lease Years of the Term, or if the Term is less than three (3) Lease Years, then such installments shall be equal to one-sixth ($1/6^{th}$) of the Percentage Rental payable hereunder for the last complete Lease Year preceding expiration of the Term, and (iii) all Additional Rental payable hereunder shall be payable at twice the rates in effect for the last month of the Term. All payments of Fixed Minimum Rent, Percentage Rental, and Additional Rental shall be prorated on a daily basis for the period of any such holdover.

ARTICLE 4
USE

Section 4.1 **Prompt Occupancy and Use; Operating Hours.**

The Premises shall be used for the Permitted Use only and for no other purpose whatsoever. Tenant shall, at its expense, procure any and all governmental licenses and permits, including, without limitation, any approvals of the Port Authority required for the conduct of Tenant's business on the Premises and shall, at all times, comply with the requirements of each such license and permit. In no event shall Tenant install, maintain, operate or permit any vending machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind or any equipment or device for the furnishing to the public of service of any kind (other than the ATMs for the Permitted Use).

The Premises shall be occupied as of the Commencement Date and shall thereafter be continuously and uninterruptedly occupied during the Operating Hours on each and every calendar day during the Term (specifically including Sundays and legal holidays) for the Permitted Use except during periods of alterations or renovations to the Premises approved by Landlord in accordance with the provisions of this Sublease governing Tenant improvements, construction and alterations. Tenant agrees that Landlord may change the Operating Hours from time to time by notice to Tenant, which in all events shall be consistent with the requirements of the Prime Lease. Tenant's operating hours are subject to Port Authority's operating rules for the Terminal and applicable federal, state and local laws.

Tenant acknowledges that: (i) certain tenants of the Retail Area may from time to time not be required to be open for business during Operating Hours; (ii) Tenant's continuous use and occupancy obligations under this Section 4.1 are a material inducement for Landlord to enter into this Sublease and but for such continuous use and occupancy agreement, Landlord would not have entered into this Sublease; (iii) Tenant's required operation of the Permitted Use in the Premises is necessary for Landlord to maintain a proper mix of products, services and specific merchandise in the Retail Area and is integral to the proper and successful operation of the Retail Area and the Terminal; and (iv) in entering into this Sublease, Tenant has not relied upon, nor has Landlord made any express or implied warranties to Tenant with respect to, the leasing of other space within the Retail Area or the Port Authority's operations within the Terminal, and that Tenant's obligations hereunder are in no way conditioned or dependent upon the leasing of other space in the Retail Area or the Port Authority's operations within the Terminal.

Section 4.2 **Tenant's Trade Name.**

Tenant will conduct its business in the Premises under the name set out in Section 1.1 as Tenant's Trade Name or a revised trade name approved in advance by Landlord in writing and under no other trade name, except that Tenant may conduct its business under a different trade name without Landlord's approval provided: (i) Tenant has given Landlord ninety (90) days notice of Tenant's desire to change Tenant's Trade Name, (ii) the new name is used by all or substantially all of Tenant's or its parent, subsidiaries or affiliates other similar stores, (iii) the new name is dignified, tasteful and in keeping with the Landlord's high quality retail operations at the Terminal, and (iv) the new name will not, in Landlord's reasonable discretion, result in any confusion or conflict with any other tenant in the Retail Area or in any trademark or other infringement of any kind.

ARTICLE 5
RENTAL

Section 5.1 **Rentals Payable.**

Tenant agrees to pay to Landlord as rental ("Rental") for the Premises, the following:

(a) the Fixed Minimum Rent; plus

(b) the Percentage Rental; plus

(c) Tenant's Proportionate Share of Operating Costs; plus

(d) all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord under this Sublease.

All sums referred to in the preceding clauses (c) and (d) and all charges for electricity and other utilities utilized by Tenant at the Premises which charges are payable by Tenant directly to the Port Authority or other provider, are referred to in this Sublease as "Additional Rental."

Section 5.2 **Fixed Minimum Rent.**

Fixed Minimum Rent shall be payable in equal monthly installments of one-twelfth (1/12th) of such annual sum, in advance, on the first day of each full calendar month during the Term. On the Commencement Date, Tenant shall also pay any prorated Fixed Minimum Rent for the period from the Commencement Date to the first day of the first full calendar month in the Term. In the event that any Lease Year is less than a period of twelve calendar months, the Fixed Minimum Rent shall be appropriately prorated.

Section 5.3 **Percentage Rental.**

During the Term, Tenant shall pay Percentage Rental in accordance with the terms of this Section 5.3. Percentage Rental shall be due and payable on a monthly basis on or before the tenth (10th) day following the end of each calendar month during the Term. Each monthly payment of Percentage Rental shall be equal to (a) (i) the Foreign Currency Exchange Percentage Rental Rate multiplied by the Foreign Currency Exchange Gross Sales; *plus* (ii) the Travel Insurance Percentage Rental Rate multiplied by the Travel Insurance Gross Sales; *plus* (iii) the Other Services Percentage Rental Rate multiplied by the Other Services Gross Sales *less* (b) Ex.1 per month.

As soon as practicable after the end of each Lease Year (but in no event later than 45 days after the end of such Lease Year), the Percentage Rental paid or payable with respect thereto shall be adjusted between Landlord and Tenant. Tenant shall pay any underpayment to Landlord simultaneously with the delivery of the annual statement of Gross Sales required by Section 5.5. Any overpayment shall be credited against Rental subsequently due (or, if such adjustment is to be made after the expiration of the Term, any overpayment shall be paid to Tenant).

For the purposes of calculating Percentage Rental: (i) each Lease Year during the Term shall be considered an independent accounting period and the amount of Gross Sales in any Lease Year shall not be carried over into any other Lease Year; and (ii) in the event any Lease Year is less than a period of twelve calendar months (for example, in the first and last Lease Years during the Term) the Percentage Rent Breakpoint(s) shall be reduced by multiplying the breakpoint by a fraction, the numerator of which is the number of days in such Lease Year and the denominator of which is 365.

Section 5.4 **"Gross Sales" Defined.**

"Gross Sales" means the Foreign Currency Exchange Gross Sales, the Travel Insurance Gross Sales plus the actual sales prices of all goods, wares and merchandise sold, leased, licensed or delivered and the actual charges for all other services performed by Tenant, in, at, from, or arising out of the use of the Premises, whether for wholesale, retail, cash, credit, or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales shall include, without limitation, sales and services (i) where the orders therefor originate in, at, from or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place, (ii) made or performed by mail, telephone, or telegraph orders to or from the Premises, (iii) made or performed by means of mechanical or other vending devices in the Premises, and (iv) which Tenant, in the normal and customary course of its business, would credit or attribute to its operations at the Premises or any part thereof. Gross Sales shall also include any so-called "retail display allowances" or other promotional or advertising income received by or credited to Tenant on account of displays, promotions, advertising or other activities at the Premises. Any deposit not refunded shall be included in Gross Sales. Each installment or credit sale shall be treated as a sale for the full price in the month during which such sale is made, regardless of the time when Tenant receives payment therefor and without deduction for any fee payable to the credit issuer. "Foreign Currency Exchange Gross Sales" means the equivalent in US Dollars of all monies received by or paid to Tenant for sales made, transactions completed, or services rendered in the operation of a foreign currency exchange conducted by Tenant at the Premises (including without limitation foreign currency and foreign traveler cheque buy and sell transactions), whether paid or unpaid on a cash or credit basis, or in consideration of any other sums collected and paid out for any sales tax, or any other tax imposed upon the sale or purchase of foreign currency, or any amounts transacted by Tenant with any of its branch offices, or with other airport foreign currency exchange vendors. "Travel Insurance Gross Sales" shall mean commission fees from the sale of travel insurance. "Other Services Gross Sales" shall mean (a) Gross Sales *less* (b) Foreign Currency Exchange Gross Sales plus Travel Insurance Gross Sales.

The following shall not be included in Gross Sales: any exchange of merchandise between stores of Tenant where such exchange is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale which would otherwise be made in or at the Premises, returns to shippers or manufacturers, cash or credit refunds to customers on transactions (not to exceed the actual selling price of the item returned) otherwise included in Gross Sales, sales of trade fixtures, machinery and equipment after use thereof in the conduct of Tenant's business, sales of prepaid telephone cards (which sales shall be performed in accordance with Section 8.1(n) hereof), amounts collected and paid by Tenant to any government for any sales with respect to sales or services included in Gross Sales, and travel insurance premiums and other fees paid directly to the insurance provider.

Section 5.5 **Statements of Gross Sales.**

Tenant shall deliver to Landlord: on or before the tenth (10th) day following each calendar month during the Term (including the tenth (10th) day of the month following the expiration or sooner termination of the Term) a written statement (on the form required by Landlord detailing Gross Sales for each day during the applicable period) certified by the chief financial officer of Tenant showing the amount of Gross Sales for such calendar month and for the year to date, as determined in accordance with the provisions of this Sublease and with generally accepted accounting principles (including in its first report the amount of Gross Sales for the fractional calendar month, if any, at the commencement of the Term).

In addition, Tenant shall deliver to Landlord (i) within ten (10) days after the close of each calendar year and after the expiration or sooner termination of the Term, a statement of Gross Sales, as determined in accordance with generally accepted accounting principles, for the preceding calendar year, such annual statement to be certified by an independent certified public accountant or by the chief financial officer of Tenant, (ii) as and when such

statement is furnished to the taxing authority, copies of any sales tax, franchise tax, income tax or other statement furnished to any federal, state or local taxing authority showing the amount of Tenant's sales from the Premises, whether or not such statement is required to list all income which is included within Gross Sales and (iii) not later than sixty (60) days after the expiration or earlier termination of this Sublease, a statement certified by an independent certified public accountant of all Gross Sales arising out of Tenant's operations at the Premises during the Term. If Tenant operates at more than one location within the Terminal, all statements of Gross Sales will be broken down by location. If Tenant shall fail to deliver such certified annual statement to Landlord within said period, Landlord shall have the right thereafter to employ an independent certified public accountant to examine such books and records, including, without limitation, all records required by Section 5.6, as may be necessary to certify the amount of Tenant's Gross Sales for such calendar year, and Tenant shall pay to Landlord the cost of such audit, as Additional Rental, upon demand.

Section 5.6 **Tenant's Records.**

Tenant agrees that the business upon the Premises shall be operated so that a duplicate sales slip, invoice or non-resettable cash register receipt, serially numbered, or such other device for recording sales as Landlord approves, shall be issued with each sale or transaction, whether for cash, credit or exchange. During business hours (and in the case of Landlord and its employees and representatives but not the Port Authority and its employees and representatives, upon reasonable prior notice to Tenant), Landlord, the Port Authority and their employees and representatives shall have the right to inspect the operation of all equipment used by Tenant, including, but not limited to, cash registers.

Tenant will keep, in accordance with generally accepted accounting principles, and preserve during the Term hereof and thereafter until otherwise notified by the Port Authority, original or duplicate books and records which shall disclose all information required to determine and verify Gross Sales ("Tenant's Records"). Tenant's Records shall be kept in a single location at Tenant's Address specified in Section 1.1, provided that the Port Authority may, in its sole discretion, (a) require such records to be produced within the Port of New York District or (b) examine such records at the location at which they have been maintained and in such event Tenant 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 auditors in connection with such examination and audit. For purposes of this Sublease, Tenant's Records shall mean the gross income, franchise, sales and occupation tax returns with respect to each calendar year and all pertinent original sales records; pertinent original sales records shall include, without limitation: (i) cash register tapes, including tapes from temporary registers; (ii) serially numbered sales slips; (iii) the originals of all mail orders at and to the Premises; (iv) the original records of all telephone orders at and to the Premises; (v) the original records showing that merchandise returned by customers was purchased at the Premises by such customers; (vi) memorandum receipts or other records of merchandise taken out on approval; (vii) such other sales records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Tenant's sales; and (viii) the records specified in (i) to (viii) above of any permitted concessionaires or licensees of Tenant. Landlord, the Port Authority, their agents and accountants, shall have the right to make any examination or audit of Tenant's Records (including the records of any company which is owned or controlled by Tenant, as well as the records of any company which owns or controls Tenant selling goods or performing services similar to those sold or performed by Tenant in the Port of New York District) which Landlord or the Port Authority may desire at any time during business hours during the Term of this Sublease and thereafter until otherwise notified by the Port Authority. Tenant will make such records available to Landlord within forty-eight (48) hours of Landlord's request, or immediately upon the Port Authority's request. If such audit shall disclose a liability in any calendar year for Percentage Rental in excess of the Percentage Rental previously paid for such calendar year, Tenant shall promptly pay such liability, together with interest thereon at the Default Rate from the time such payment should have been made. Should any such liability for Percentage Rental equal or exceed five percent (5%) of the Percentage Rental previously paid for such calendar year, Tenant shall, in addition, promptly pay the cost of audit.

Landlord agrees that all information gained from Tenant's Records, financial statements, inspections or audits furnished to or conducted by or on behalf of Landlord shall be confidential and shall not be disclosed other than to carry out the purposes hereof, provided, however, that Landlord shall be permitted to divulge such information to the Port Authority, lender or prospective lender, any prospective purchaser of the Retail Area or

Landlord's rights therein or investor in Landlord or in connection with any administrative or judicial proceeding in which Landlord is involved and where Landlord is required to divulge such information.

Section 5.7 **Payment of Rental.**

Tenant shall pay all Rental when due and payable, without any setoff, deduction or prior demand therefor whatsoever, except as otherwise expressly set forth in this Sublease. If any payment of Rental is not made within ten (10) days after the due date, there shall be added thereto, as Additional Rental to compensate Landlord for the inconvenience, administrative burden and expense created thereby, an amount equal to ten percent (10%) of the amount due, making the total Rental due including the Additional Rental, one hundred ten percent (110%) of the Rental that would otherwise be due, which will continue thereafter as the Rental due so long as said Rental, including the Additional Rental, remains unpaid, due and payable; if any Rental is not paid within thirty (30) days after the due date, Tenant shall, in addition to the foregoing late charge, pay interest at the Default Rate on all Rental (but not late charges) from the due date until paid. Such late charge and interest on overdue Rental shall be in addition to, and not in limitation of, Landlord's other rights and remedies in the event of such late payment. In the event that the interest and late charges which would be required to be paid by Tenant under this Section exceed the maximum interest and late charges which may be permitted by the laws of the state of New York, the interest obligation of Tenant shall be that amount which, when added to the applicable late charges, equals such maximum permitted amount.

Any Additional Rental due shall be payable, unless otherwise provided herein, with the next monthly installment of Fixed Minimum Rent. Rental and statements required of Tenant shall be paid and delivered to Landlord at Landlord's Address or at such other place as Landlord may, from time to time, designate by notice to Tenant. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as other than a payment on account, nor shall any endorsement or statement on a check for a lesser amount, or upon any letter accompanying such check, that such lesser amount is payment in full, be deemed an accord and satisfaction or given any effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Tenant agrees to make all Rental payments to the "Address for Payment of Rental" set out in Section 1.1, or to such other address as may be specified by Landlord by written notice. (Tenant hereby acknowledges that in the event that the payment of Rental or any other sums payable under this Sublease is to be made directly to the Port Authority, such payment and acceptance by the Port Authority of such amounts shall not constitute an assumption by the Port Authority of any or all of the obligations of Landlord under this Sublease.)

ARTICLE 6
OPERATING COSTS; PROMOTIONAL COSTS

Section 6.1 **Tenant to Pay Proportionate Share of Operating Costs.**

In each calendar year Tenant will pay Landlord, as Additional Rental, Tenant's Proportionate Share of Landlord's Operating Costs (as defined in Section 6.2). The provisions of this Section 6.1 shall apply to any partial calendar year, but Tenant's Proportionate Share of Operating Costs for such partial calendar year shall be subject to a pro-rata adjustment based on the number of days in such partial calendar year. Such proportionate share shall be paid by Tenant in monthly installments in such amounts as are estimated by Landlord for each calendar year, each such installment being due on the first day of each calendar month. From time to time during any calendar year, Landlord, in exercise of its good faith judgment, may revise its estimate of the Operating Costs for such calendar year and provide Tenant with a statement explaining in reasonable detail the basis for such revised estimate. Thereafter the monthly installments on account of Tenant's Proportionate Share of Operating Costs shall be appropriately adjusted in accordance with the revised estimate so that by the end of such calendar year, the total payments of Tenant's Proportionate Share of Operating Costs shall equal Tenant's Proportionate Share of the amount of such revised estimate. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall deliver to Tenant a statement of Operating Costs for such year and Tenant's Proportionate Share thereof paid or payable with respect thereto shall be adjusted between Landlord and Tenant. Tenant shall pay Landlord, or Landlord shall credit Tenant's account or (if such adjustment is at the end of the Term) pay Tenant, as the case may be, within thirty (30) days of receipt of such statement, such amounts as may be necessary to effect

such adjustment. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant of any of its obligations hereunder.

Section 6.2 **"Landlord's Operating Costs" Defined.**

The term "Landlord's Operating Costs" means the costs and expenses incurred by Landlord in operating and maintaining the Retail Area and Retail Common Areas in a manner which Landlord deems reasonable and appropriate and in the best interests of the Retail Area. Landlord's Operating Costs shall include, without limitation, all costs and expenses of operating, maintaining, repairing, lighting, signing, cleaning, and painting the Retail Area and Retail Common Areas; maintenance of sprinkler, electrical, plumbing and mechanical systems serving the Retail Area and Retail Common Areas, removal of trash and debris from the Retail Common Areas, costs and expenses of inspecting and depreciation of machinery and equipment used in the operation and maintenance of the Retail Area and Retail Common Areas and personal property taxes and other charges incurred in connection with such equipment; the cost of maintaining signage and other materials aimed at directing passengers to any portion of the Retail Area or to other areas in the Terminal or informing passengers in the Retail Area of flight times or similar information; costs and expenses incurred in the rental of music program services and loudspeaker systems, including furnishing electricity therefor; costs of providing energy to light, heat, ventilate and air-condition the Retail Common Areas; cost of water; services, janitorial services (including costs of materials and equipment) if any, furnished by Landlord for non-exclusive use of all tenants; costs of providing any receiving and delivery services for the use of tenants (if provided); costs and expenses of personnel providing services in connection with the operation, maintenance, repairing, cleaning and protection of the Retail Area and the Retail Common Areas (including amounts incurred for wages, salaries and other compensation for services, payroll, social security, unemployment and similar taxes, workmen's compensation insurance, disability benefits, pensions, hospitalization, retirement plans and group insurance, uniforms and working clothes and the cleaning thereof, tools and equipment used by such personnel, and expenses imposed on Landlord or its agents pursuant to any collective bargaining agreement); any Taxes imposed on Landlord with respect to the Retail Area and the Retail Common Area; and Landlord's insurance costs, which shall include all premiums paid by Landlord for all insurance obtained by Landlord with respect to the Retail Area and Retail Common Areas, including, without limitation, the fire and extended coverage insurance carried by Landlord pursuant to Section 11.5, liability insurance for personal injury, death and property damage, insurance against theft or other casualties, fidelity bonds for personnel, insurance against liability for defamation and claims of false arrest occurring on and about the Retail Area and Retail Common Areas, and plate glass insurance for any glass in the Retail Area or Retail Common Areas for which Landlord (and not an individual subtenant is responsible; and any insurance (such as rent insurance) required by the Port Authority to be maintained by Landlord. Any such costs and expenses incurred which are capital expenditures (as determined in accordance with generally accepted accounting principles) shall be amortized over the depreciable life of the applicable capital item and only the allocable portion of such expenditure shall be included in the calculation of Operating Costs. Such costs and expenses shall not include any costs and expenses, the responsibility for payment of which lies with the tenant under any sublease of space within the Retail Area. Such costs and expenses shall not include depreciation (other than depreciation as above specified), nor the items described in Section 6.3 or Section 6.4 herein.

Section 6.3 **Commercial Rent Tax.**

Tenant agrees to be responsible for and to make payment of any commercial rent tax, occupancy tax, or other similar tax resulting from the use or occupancy of commercial real estate (referred to herein as "Commercial Rent Tax") directly to the taxing authority.

In the event that and to the extent that Landlord incurs any Commercial Rent Tax on account of Tenant's use and occupancy of the Premises, Tenant agrees to be responsible for and to reimburse Landlord the full amount of such tax.

Section 6.4 **Tenant Participation in Promotional Activities.**

Tenant agrees to participate fully with the marketing, advertising and promotional programs for the Retail Area sponsored by Landlord. Tenant shall pay, as Additional Rental, (i) the Initial Promotional Contribution, such amount to be payable within thirty (30) days after Landlord bills Tenant for same, whether such billing occurs prior to or after Tenant's initial opening for business in the Retail Area; and (ii) for each year during the term hereof, the

Annual Promotional Contribution (or a pro rata portion thereof for any partial year) such amount to be paid in equal monthly installments on the first day of each calendar month, subject to annual C.P.I. increases provided below. Landlord will use the Annual Promotional Contribution and the Initial Promotional Contribution solely for marketing and advertising the Retail Area and providing services to patrons of the Retail Area which are intended to enhance such patrons' impressions of the Retail Area or make using the Retail Area more convenient. The failure of any other tenant or occupant of space within the Retail Area to participate in advertising for the Retail Area or make promotional contributions to Landlord shall not relieve Tenant of any of its obligations under this Section 6.4.

On January 1 of each full or partial calendar year during the Term, the Annual Promotional Contribution shall increase to an amount equal to the Annual Promotional Contribution for the immediately preceding calendar year, increased by the preceding year's cost of living determined by reference to the Consumer Price Index.

At least ten (10) days prior to the first day of the second calendar year and each calendar year thereafter until the end of the Term, Landlord shall provide Tenant with written notice of the increases in the Annual Promotional Contribution for the upcoming calendar year. No delay by Landlord in providing said written notice shall affect Tenant's obligation to pay the Annual Promotional Contribution, as escalated, retroactively from the beginning of such calendar year. The Annual Promotional Contribution for any year of the Term after the first calendar year or any subsequent calendar year, as the case may be, shall never be less than the preceding calendar year contribution.

In the event the level of the C.P.I. shall not be available to Landlord as of the commencement of any year of the Term, the Annual Promotional Contribution for the preceding year shall be used to calculate the Annual Promotional Contribution for the current year until the C.P.I. is published for the month necessary to compute the adjustment provided in this Paragraph; at such time as such adjustment can be calculated, Landlord shall notify Tenant of (x) the total amount of any increase due from the Tenant for the then current year of the Term and (y) as to the necessary adjustment to be made to each monthly payment thereafter due from Tenant for the balance of such year of the Term (as to result in Tenant having paid the full amount of any such increase by the end of the year for which the same is effective and applicable).

Section 6.5 **Calculation of Tenant's Proportionate Share.**

Tenant's Proportionate Share shall be determined by Landlord based upon an allocation formula which in Landlord's determination fairly allocates the Operating Costs among all space in the Retail Area rented to Tenants (except tenants operating under leases originally entered into by the Port Authority prior to the date of the Prime Lease). Tenant has been provided with a copy of Landlord's current allocation formula, but Landlord may revise such formula from time to time during the Term as Landlord deems appropriate. Landlord will provide a copy of its allocation formula to Tenant with Landlord's annual estimate of Operating Costs and with its year-end statement of actual Operating Costs (provided that Landlord's failure to do so shall not relieve Tenant of any of its obligations hereunder) and at any other time upon request of Tenant.

Landlord's determination of Tenant's Proportionate Share of Operating Costs shall be binding upon Tenant provided that (i) it is calculated in accordance with Landlord's then-current allocation formula and (ii) the allocation formula provides for all costs of bussing tables and removing trash from food courts to be allocated only to the food and beverage tenants located adjacent to a food court; and (iii) the sum of the proportionate shares of Operating Costs paid by all tenants in the Retail Area for a particular calendar year shall not exceed the actual Operating Costs for such year.

ARTICLE 7
IMPROVEMENTS

Section 7.1 **Landlord's Work.**

Landlord will not perform any work at the Premises, and the Premises shall be delivered in "AS IS" condition, without any representations or warranties, except as set forth in Section 7.2(a) hereof.

Section 7.2 **Tenant's Work.**

(a) On or before the Commencement Date, Tenant shall move into the existing kiosk located at the Premises, in accordance with the terms of this Sublease. After receipt of consent of the Port Authority, on a date to be mutually agreed upon by the parties, Landlord, at Landlord's expense, will remove the existing kiosk from the Premises and Tenant shall, at its sole cost and expense, install a new kiosk (referred to herein as "Tenant's Work") in accordance with **Schedule B** and the Tenant Design Manual. A copy of the Tenant Design Manual has been furnished to Tenant and is incorporated herein in full. Tenant will be permitted by Landlord to enter the Premises prior to the Commencement Date for the purpose of performing Tenant's Work and for the purpose of installing its fixtures and other equipment, provided Tenant shall have obtained Landlord's and the Port Authority's written approval of the Final Plans, and Tenant shall have deposited with Landlord the policies or certificates of insurance required in Section 11.3 and Section 11.4. Tenant's activities shall be conducted so as not to unreasonably interfere with or unreasonably disrupt the operations of other tenants of the Retail Area who are already open for business or of the persons using the Terminal. Tenant shall, at its expense, remove from the Premises and Retail Common Areas all trash which may accumulate in connection with Tenant's activities and, should Tenant fail to do so, Landlord may, in addition to any other right or remedy of Landlord, remove such trash without notice to Tenant, at Tenant's expense, and the expenses so incurred by Landlord shall be due and payable by Tenant, as Additional Rent, upon demand. During such period, Tenant shall perform all duties and obligations imposed by this Sublease, including, without limitation, those provisions relating to insurance and indemnification, saving and excepting only the obligation to pay Rental (other than any Additional Rental arising out of any failure of Tenant to perform its obligations under this Sublease), which obligation shall commence when the Term commences. Upon the expiration of the Term or earlier termination of this Sublease, all improvements to the Premises made or performed by Tenant pursuant to Section 7.2 or Section 9.4 and **Schedule B** shall be Landlord's property and shall be surrendered to Landlord, or shall be removed by Tenant upon Landlord's request, except that Tenant shall have the right to remove (and shall remove) the new kiosk that Tenant installed in the Premises pursuant to this Section 7.2(a) and any trade fixtures attached thereto, provided that such removal is in accordance with Section 3.2(c) hereof..

(b) Tenant recognizes and acknowledges that Landlord and the Port Authority are vitally interested that the store improvements, fixtures and furnishings in, and the décor of, the Premises be dignified, up-scale and of high mercantile quality in keeping with the high-quality, décor, character and standards of the Retail Area and that Landlord, accordingly, intends strictly to apply the criteria set out in the Tenant Design Manual (as the same may be amended from time to time by Landlord) when Landlord reviews Tenant's Preliminary Space Plans and Working Drawings for the Premises and fixturing plan (whether the original plans or plans and specifications for any alterations in accordance with Section 9.4). Accordingly, to provide Landlord with assurances in that regard and as a material inducement to Landlord to enter into this Sublease, Tenant agrees to construct, improve, fixture and furnish a high-quality, up-scale store in the Premises in keeping with Landlord's design criteria and the high-quality, décor, character and standards of the Retail Area, as determined by Landlord.

Section 7.3 **Effect of Opening for Business.**

By opening for business, Tenant shall, in the absence of notice given to Landlord to the contrary, be deemed to have certified for the benefit of Landlord and the Port Authority that Tenant has: (i) accepted the Premises; (ii) agreed that the obligations of Landlord and the Port Authority under **Schedule B** have been fully performed; (iii) waived any claim that the size, location, layout, dimensions or construction of the Premises, the Retail Area or the Retail Common Areas were not completed or furnished in accordance with the terms of this Sublease; and (iv) certified that the Term and the obligation to pay Rental have both commenced, that Tenant has no claim for offsets or deductions against Rental and that no event has occurred which, with notice or the passage of time, or both, would constitute a default on the part of either Landlord or Tenant under this Sublease.

Section 7.4 **Mechanic's Liens.**

No work which Landlord permits Tenant to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about

the Premises. Tenant shall procure unconditional waivers and releases of lien claims (and/or notices of completion) in form acceptable to Landlord from all persons furnishing labor or materials with respect to any work performed on behalf of Tenant in the Premises, at the time each progress payment and/or final payment is made.

In the event any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished, or alleged to be performed or furnished, to Tenant or to any one holding the Premises through or under Tenant, Tenant shall, within ten (10) days of its recordation, cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, after ten (10) days notice to Tenant, discharge the same by paying the amount claimed to be due or may cause the same to be bonded, and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord in either defending against such lien or procuring the discharge or bonding of such lien, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord, as Additional Rental, upon demand.

Section 7.5 **Tenant's Trade Fixtures.**

All trade fixtures and apparatus (as distinguished from leasehold improvements) owned by Tenant and installed in the Premises shall remain the property of Tenant and, provided that Tenant shall repair any damage to the Premises caused by the removal of said fixtures and shall restore the Premises to its condition prior to the installation of said fixtures, shall be removable at any time, including upon the expiration of the Term. Notwithstanding the foregoing, Tenant shall be entitled to remove trade fixtures that are attached to the new kiosk installed by Tenant pursuant to Section 7.2(a) hereof at any time, including upon the expiration of the Term. The parties further agree that the foregoing phrase "trade fixtures and apparatus (as distinguished from leasehold improvements)" shall refer only to those items of equipment and trade apparatus that can be removed from the Premises without causing any damage to the Premises (i.e., any equipment, fixture or apparatus that is intended to be permanently affixed to the Premises in any way may not be removed from the Premises).

ARTICLE 8
OPERATIONS

Section 8.1 **Operations by Tenant.**

(a) Tenant will conduct its operation solely within the Premises and will not place or maintain any merchandise, any sign or other thing of any kind in the entry of the Premises or in the corridor or other Retail Common Areas or Common Areas or elsewhere on the exterior of the Premises, except such signs as are permitted hereunder.

(b) Tenant will not commit or suffer to be committed waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any occupant or user of the Terminal. Tenant will conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of retail store operation. Tenant shall not maintain any loudspeaker or other device in such manner as to be audible to anyone not within the Premises. Tenant shall take all steps which may be necessary to eliminate vibration from the Premises. Tenant shall not use the Retail Common Areas for solicitations, demonstrations, advertising or in any manner which would constitute a nuisance to shoppers, passengers or others at the Terminal. In no event shall any unusual, noxious or objectionable odors, vapors or smoke be emitted from the Premises.

(c) Tenant will at its sole cost and expense, comply with all laws and ordinances and all rules, regulations and requirements of all county, municipal, state, federal and other governmental authorities, now in force or which may hereafter be in force, pertaining to Tenant's construction or installations within the Premises and Tenant's particular use and occupancy of, or operations of or at, the Premises (including without limitation the National Board of Fire Underwriters, and the Fire Rating Organization of New York). Tenant shall not make or permit any use of the Premises (i) which would invalidate conflict with or cause an increase in premiums for any policy of fire, extended coverage or rental insurance covering all or any portion of the Premises or the Airport, or (ii) which in the opinion of the Landlord or the Port Authority could constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated under subleases in the Terminal approved by

the Port Authority. Tenant agrees to comply with all recommendations of any public or private agency having authority over insurance rates with respect to the use and occupancy of the Premises by Tenant. Tenant shall not keep or store any flammable materials at the Premises, without Landlord's prior written consent. If such consent is obtained, Tenant shall not keep or store during any 24-hour period flammable liquids in excess of the Lessee's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 110° F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association. Tenant will install and maintain any fire extinguishing apparatus required by local regulations, the Port Authority or the requirements of insurance underwriters. Tenant shall use and maintain the Premises in such a way as to, at all times, minimize air pollution, water pollution or any other type of pollution emanating from the Premises and Landlord reserves the right to require Tenant to design and construct at Tenant's sole cost, any reasonable structures, equipment and other facilities as may be appropriate to accomplish such purposes.

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

(e) The Tenant shall not operate or permit others to operate or fuel or defuel any engine or any item of automotive equipment in the Terminal.

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

(g) Tenant will maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests. Tenant will keep the inside and outside of all glass in doors and windows of the Premises clean and shall maintain any security gate in good working order. Tenant shall not permit the accumulation of rubbish, trash, garbage and other refuse in and around the Premises, and will remove the same in accordance with the provisions of Section 10.6 hereof.

(h) Tenant will not conduct any auction, fire, bankruptcy or so-called "going out of business" sales, or conduct its business in any manner other than in the normal course of Tenant's continuing business operation. Tenant shall not conduct its business in a manner which is commonly known and accepted in the retail trade as a "discount store" or "wholesale store" or "outlet store" or "surplus store."

(i) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas as may be designated by Landlord from time to time.

(j) Tenant and its employees shall comply with all rules and regulations promulgated by the Port Authority for the Terminal, the Retail Areas, the Common Areas or the Airport, including without limitation the Port Authority's Airport Rules and Regulations, a copy of which has been delivered to Tenant. In addition, Tenant and its employees shall comply with Landlord's Rules and Regulations for Retail Area attached here as **Schedule F** as the same may be amended from time to time by notice to Tenant, as well as any other rules and regulations promulgated by Landlord for the Retail Area or the Common Areas (specifically including but not limited to rules and regulations implementing any smoking policy established by Landlord from time to time). Tenant will, upon request of Landlord, require its employees to wear or carry badges or other suitable means of identification. In addition, upon objection by Landlord concerning the conduct, demeanor or appearance of any officer, employee, agent, representative, contractor, guest or invitee of Tenant, Tenant shall take reasonable steps to remove the cause of the objection.

(k) Tenant acknowledges the interest of Landlord in maintaining the retail portions of the Terminal in a condition which is highly dignified, not offensive to passengers using the Terminal, and not of a nature which will cause controversy or attract unwanted attention to the Terminal, the Retail Area, the Port Authority or the Airport. Accordingly, Tenant agrees that the Premises shall not be used for the sale, display, rental or other dissemination of

any pornographic or so-called "adult" material, weapons of any kind, or any other material which Landlord determines, in their sole discretion, is not appropriate for sale, display, rental or dissemination at the Airport. Tenant agrees that upon notice from Landlord, it will immediately remove any such materials, and the failure to promptly remove any item referred to in such notice will constitute an Event of Default without any requirement for further notice.

(l) Tenant agrees to use its best efforts in every proper manner to develop and increase the business conducted by it under this Sublease; operate its business so as to maximize its revenues in accordance with business standards observed generally by well-run business enterprises of regional or national scope and not divert, or cause or allow to be diverted, any business from the Terminal or the Airport.

(m) Tenant shall not place any load upon any floor in the Premises exceeding the load which the floor was designed to carry or which is allowed by law, whichever is less. Tenant shall repair any floor, including supporting members, and any paved area damaged by overloading. Landlord reserves the right to further limit the weight of heavy objects and designate their positions.

(n) Tenant shall be permitted to purchase prepaid telephone cards from a vendor approved by the Port Authority only and shall not purchase from or sell any telephone cards from any other vendor or vendors. Revenues from the sale of prepaid telephone cards shall be subject to a separate written agreement between the Port Authority and the telephone card vendor. Prior to selling any prepaid telephone cards, Tenant shall obtain the prior written consent of the Port Authority, which consent may be withheld in the sole and absolute discretion of the Port Authority.

(o) Tenant agrees to pay the face amounts of gift certificates issued by Landlord to other retail tenants and tenants' employees in the Central Terminal Building upon presentation of such certificates to Tenant. Landlord shall reimburse Tenant for the actual amounts paid by Tenant for such gift certificates, provided that Tenant provides Landlord with valid gift certificates evidencing such payments by Tenant.

Section 8.2 **Signage and Advertising.**

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

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

(b) Landlord shall have the right to review and approve any advertising or promotion of Tenant's operations at the Premises or in the Airport, to assure consistency with Landlord's and the Port Authority's promotional materials and strategies and with the image of the Retail Area and the Airport which Landlord and the Port Authority are then attempting to establish or preserve.

Section 8.3 **Painting, Displays and Merchandising by Tenant.**

Tenant will not paint or decorate any part of the exterior of the Premises, or any part of the interior visible from the exterior thereof, without first obtaining Landlord's written approval. Tenant will install and maintain at all times, subject to the other provisions of this Section 8.3, displays of merchandise in the show windows (if any) of the Premises. In addition, Tenant recognizes and acknowledges that Landlord is vitally interested that the store operation in and the decor of the Premises be dignified and of high mercantile quality in keeping with the high quality, character and standards of the Retail Area, and that but for Tenant's assurances given below, Landlord

would not enter into this Sublease. Accordingly, to provide Landlord with assurances in that regard and as a material inducement to Landlord to enter into this Sublease, Tenant covenants with Landlord as follows:

(a) In addition to the provisions herein governing Tenant alterations, construction, improvements, operations, painting and displays, Tenant agrees that the type, quality and location of the fixtures to be originally installed by Tenant and the furnishings and movable articles to be originally placed by Tenant in the Premises, the storefront, and all replacements thereof (which replacements shall be of at least equal type and quality), shall be subject to Landlord's prior written approval; all of said fixtures, furnishings, movable articles and storefront shall be properly maintained by Tenant throughout the Term of this Sublease;

(b) In addition to the provisions herein governing Tenant operations, painting and displays, Tenant agrees that all merchandise shall be neatly and attractively displayed in the Premises throughout the Term of this Sublease in accordance with a written merchandising layout plan and display guidelines, which merchandising layout plan and display guidelines, and any amendments or modifications thereto, shall be subject to Landlord's prior written approval; and

(c) In addition to the provisions herein governing Tenant operations and displays, Tenant agrees to keep the Premises well-stocked with appropriate quantities of seasonable merchandise for sale in the Premises at all times and shall fully and adequately staff the Premises with sufficient employees for the purpose of selling such merchandise; in no event may Tenant, at any time during the Term, remove or permit the removal of, all or substantially all of Tenant's stock of merchandise from the Premises; provided that Tenant is not at such time in default of any term of this Sublease, upon the expiration or earlier termination of this Sublease, Tenant may remove all stock of merchandise from the Premises; if Tenant is in default, Tenant shall not remove, or permit the removal of, such stock of merchandise until all defaults have been cured.

Section 8.4 **Hazardous Materials.**

Without limiting the generality of its other covenants hereunder, Tenant agrees in regard to the use and occupancy of the Premises to comply with all environmental laws, rules, regulations, statutes and ordinances, including, without limitation, those applicable to Hazardous Substances, as defined herein. Tenant shall not dispose of any Hazardous Substances at the Premises or the Terminal (other than small amounts of cleaning solvents and office supplies that are normally used in retail operations, provided that the same shall be in compliance with all applicable laws). Tenant unconditionally, absolutely and irrevocably indemnifies and agrees to defend and hold harmless Landlord, the Port Authority and their respective officers, employees, agents, contractors and those claiming by, through or under Landlord or the Port Authority, from and against all loss, cost and expense (including, without limitation, attorney's fees) of whatever nature suffered or incurred by Landlord or the Port Authority on account of the use on the Premises, or the release or discharge from the Premises, of Hazardous Substances, including, without limitation, any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any environmental laws or the institution of any action by any party against Tenant, Landlord or the Port Authority, based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of Hazardous Substances or the imposition of a lien on any part of the Retail Area, the Common Area or the Terminal under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA"), or any other federal, state or local laws pursuant to which a lien may be imposed due to the existence of Hazardous Substances. Tenant further unconditionally, absolutely and irrevocably guarantees the payment of any fees and expenses incurred by Landlord or the Port Authority in enforcing or seeking enforcement of the liability of Tenant under this indemnification.

For the purposes of this Section, "Hazardous Substances" shall mean and include, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such organisms or their offspring, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state

or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA and regulations adopted pursuant to such Act, the Toxic Substances Control Act of 1976, as heretofore or currently in effect ("TSCA") and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect ("RCRA").

Section 8.5 **Street Pricing.**

(a) Tenant shall offer all items for sale at the Premises at prices not to exceed "Street Prices", which shall be defined as follows:

(i) If Tenant conducts a similar business in off-airport locations in the Greater New York City – Northern New Jersey Metropolitan Area (the "Metro Area"), "Street Prices" shall mean the price regularly charged by Tenant for the same or similar item in the Metro Area;

(ii) If Tenant does not conduct a similar business in off-airport locations in the Metro Area, "Street Prices" shall mean the average price regularly charged in the Metro Area by similar retailers for the same or similar item; and

(iii) If neither Tenant nor other similar retailers sell a particular item in the Metro Area, "Street Prices" shall mean the price regularly charged by Tenant or similar retailers for the same or similar item in any other geographic area, with a reasonable adjustment for any cost of living variance between such area and the Metro Area.

(b) Tenant shall post and maintain one or more notices in form and substance satisfactory to Landlord and the Port Authority, in a location approved by Landlord and the Port Authority, to the effect that Tenant guarantees that it subscribes to the "Street Pricing" policy set out in subsection (a) above, such notice to be clearly visible and unobstructed. In the event Landlord adopts a standard sign and/or standard language setting forth such information, Tenant agrees to use the standard signage and/or language, to be posted in locations approved by Landlord.

(c) Tenant agrees that upon Landlord's request it will provide a list of the prices of each item offered or to be offered at the Premises, as well as any other information reasonably requested by Landlord in order to assure Tenant's compliance with the provisions of this Section 8.5.

(d) Tenant shall offer a "money back guarantee" of its Street Prices, which means that it will promptly refund the price of any item purchased at the Premises by any customer who can establish that the price charged for such item exceeded the "Street Price" for such item as provided in Section 8.5.

As a means of implementing the Port Authority's street pricing policy and enforcing the provisions of Section 8.5(a) Landlord may, at its sole discretion, levy "fines" of up to $1,000 per day on any tenant who fails to comply with any of the provisions of this Section 8.5 within 24 hours of receipt of any demand to do so from Landlord. Tenant agrees to pay, as Additional Rent, any such "fine" as may be levied upon it by Landlord. Landlord and Tenant agree and acknowledge that it is impossible to calculate the damages to Landlord and to the Landlord's retail program at the Airport in the event Tenant fails to comply with the Street-Pricing Policy set forth in this Section. The parties hereby agree that the fines referenced above are intended by the parties to represent liquidated monetary damages and are not intended as a penalty. To the extent such fines exceed the maximum amount permitted to be collected under applicable law, this Section shall be deemed to require only as much as may be permitted in accordance with applicable law. Landlord's rights under this Section shall be in addition to any other rights Landlord may have following an Event of Default.

Section 8.6 **Employee Training.**

Tenant will properly train all of its employees in the proper operation of its business (including, if applicable, proper food handling procedures), the compliance with any applicable laws and regulations and the

provisions of this lease, and the provision of good service to customers. In the event that Landlord initiates one or more customer service programs for employees of tenants in the Retail Area, Tenant will fully participate (and cause its employees to participate) in such programs and will pay to Landlord its share of such costs. Tenant's share will be paid to Landlord in accordance with the provisions of Section 6.1, except that Landlord may allocate the costs of any such program among tenants in the Retail Area in any manner which it deems appropriate, rather than in accordance with each tenant's Proportionate Share.

ARTICLE 9
REPAIRS AND ALTERATIONS

Section 9.1 **Repairs To Be Made By Landlord.**

Landlord agrees to keep in good order, condition and repair the Retail Common Areas (except any condition caused by any act, omission or neglect of Tenant or any contractor of Tenant or any party for whose conduct Tenant is responsible) except as provided in Article 12 and except as such areas may be affected by the ongoing construction at the Terminal. Without limitation, Landlord shall not be responsible to make any improvements or repairs other than as expressly provided in this Section, and Landlord shall not be liable for any failure to make such repairs unless Tenant has given notice to Landlord of the need to make such repairs and Landlord has failed to commence to make such repairs within a reasonable time thereafter.

Section 9.2 **Repairs To Be Made By Tenant.**

All repairs to the Premises or any installations, equipment or facilities therein, other than those repairs required to be made by Landlord pursuant to Section 9.1 hereof or Article 12 hereof, shall be made by Tenant at its expense, using contractors approved by the Landlord. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with all electrical, plumbing, HVAC and all other mechanical systems serving the Premises, and all plate glass windows, walls, floors, ceilings, partitions and doors, in good order, condition and repair and will make all replacements thereto from time to time required at its expense; and will surrender the Premises at the expiration of the Term or at such other time as it may vacate the Premises in as good condition as when received, excepting only ordinary wear and tear (but not obsolescence). Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, subject to the provisions of Section 9.4, any additional electrical wiring which may be required in connection with Tenant's apparatus. Tenant shall obtain and maintain throughout the Term, at its sole expense, a repair and maintenance agreement for the HVAC system serving the Premises. Tenant shall provide Landlord with a copy of such repair and maintenance agreement within ten (10) days of the Commencement Date.

Section 9.3 **Damage to Premises.**

Tenant will repair promptly, at its expense, any damage to the Premises and, upon demand, shall reimburse Landlord, as Additional Rental, for the cost of the repair of any damage elsewhere in the Retail Area, Common Areas or the Terminal caused by Tenant, its agents, employees or contractors or by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused (unless caused by Landlord, its agents, employees, or contractors).

In the event Tenant fails to commence to maintain, clean, repair, replace or paint the Premises within a period of five (5) days after notice from Landlord or the Port Authority that the condition of the Premises does not meet the requirements set out in this Sublease, or fails diligently to continue to completion the repair, replacement, rebuilding or painting of all of the Premises required to be repaired, replaced, rebuilt or painted by Tenant under the terms of this Sublease, Landlord or the Port Authority may, at its option, exercise self help rights provided in Section 16.9 and in addition to any other remedies which may be available to it, maintain, repair, replace, rebuild or paint all or any part of the Premises included in the said notice, and the cost thereof shall be payable by Tenant as Additional Rental.

Section 9.4 **Alterations by Tenant.**

Tenant will not make any alterations, renovations, improvements or other installations in, on, or to the Premises or any part thereof (including, without limitation, any alterations of the storefront or signs, structural alterations, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus, or equipment of any kind to any part of the Premises) until Tenant shall have received Landlord's and the Port Authority's prior written approval. Any such approved alterations, additions or improvements shall: (i) be in accordance with complete plans and specifications approved in advance by Landlord and the Port Authority; (ii) be made by contractors or mechanics approved by Landlord; (iii) be in compliance with all applicable codes and rules, regulations, and all procedures and requirements of Landlord and the Port Authority including the requirements of Section 7.2, Section 7.5 and **Schedule B**; (iv) be made at Tenant's sole expense and at such times (specifically excluding peak travel times) and in such manner as Landlord may from time to time designate without interference with or disruption of the operations of tenants or other occupants of the Retail Area; (v) become part of the Premises and the property of Landlord (provided that the new kiosk installed by Tenant at the Premises in accordance with Section 7.2(a) hereof shall not become the property of Landlord); and (vi) be made in compliance with and all contractors performing work on the Premises (and subcontractors thereof, at any tier of construction) shall comply with those requirements set forth in **Schedule D** and **Schedule E** and Tenant shall include and require its contractors (and subcontractors thereof at any tier of construction) to include in its construction contracts as direct obligations of the parties to such contracts, the requirements set forth on **Schedule E**. Tenant shall pay Landlord or Landlord's Contractor for the reasonable costs of review of the plans and specifications for such alterations, renovations, additions or improvements, and general supervision of Tenant's construction work.

Section 9.5 **Changes and Additions to Retail Area.**

(a) Landlord reserves the right at any time and from time to time, without the same constituting breach of Landlord's covenant of quiet enjoyment (express or implied) or an actual or constructive eviction, and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Sublease: to make such changes, alterations, improvements, repairs or replacements in or to the Retail Area (including the Retail Common Areas) and the fixtures and equipment thereof, and in or to other areas of the Terminal, as Landlord may deem necessary or desirable in connection with the remodeling, reconstruction, redevelopment, redesigning or expansion of the Retail Area or otherwise, and in connection therewith, to change the arrangement and/or location of entrances or passageways, parking areas, doors and doorways, access ramps, corridors, elevators, escalators or other public parts of the Retail Area, Retail Common Areas or the Terminal; to make additions, alterations, and modifications to and rearrangements and reductions of the Retail Area, including the Retail Common Areas; to change the dimensions and types of stores; to convert Retail Common Areas into leasable areas; and to expand the size of the Retail Area by acquiring or making available additional area in the Terminal; provided, however, that no such changes shall permanently deny reasonable access to and egress from the Premises or reasonable visibility thereof.

(b) Tenant acknowledges that Landlord or the Port Authority may, as of the date hereof or anytime hereafter, make improvements to the Retail Area or the Terminal, and that such improvements may require substantial construction work in the Retail Area during normal business hours, which may disrupt Tenant's business operations and create noise, dust and other concomitants of construction work. Tenant agrees that it shall have no right whatsoever to any abatement of Rental or other compensation or to any claim of breach of Landlord's covenant of quiet enjoyment (express or implied) or an actual or constructive eviction or for loss of business or inconvenience, or in any event for consequential damages on account of any such construction work, and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Sublease. Without limiting the generality of the foregoing: Landlord or the Port Authority may enter the Premises for any of the purposes in this Sublease authorized, or for repairing, altering, remodeling, reconstructing, redeveloping, or expanding any portion of the Retail Area or the Terminal; Landlord or the Port Authority may stop or interrupt any service or utility system, when necessary by reason of accident or emergency or construction work until the necessity for said interruption or stoppage has ended; Landlord or the Port Authority may temporarily or permanently close, alter, change, modify and/or relocate any entrances, passageways, doors and doorways, corridors, elevators, escalators or other parts of the Retail Area, Common Areas or the Terminal; and Landlord or the Port Authority may at any time and from time to time to make such changes, alterations, additions, improvements, repairs or replacements in or to the Retail Area (including the Premises and Common Areas) and the fixtures and equipment thereof and the

Terminal, as well as in or to the entrances, passages, elevators, escalators, and stairways thereof, as it may deem necessary or desirable, and to change the arrangement and/or location or entrances, passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Retail Area, Common Areas or the Terminal. Landlord agrees it shall not exercise its rights hereunder in such a way as to materially obstruct access to or visibility of the Premises unless required to do so by the Port Authority.

Section 9.6 **Management and Operation of Common Areas.**

Landlord will operate and maintain or will cause to be operated and maintained the Retail Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Retail Area. Landlord will have the right (i) to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (ii) to enter into, modify and terminate agreements pertaining to the use and maintenance of the Common Areas; (iii) to close all or any portion of the Common Areas from time to time; and (iv) to do and perform such other acts in and to the Common Areas as Landlord shall determine to be advisable.

ARTICLE 10
UTILITIES

Section 10.1 **Utilities.**

Except as expressly provided in this Article 10, Tenant shall be responsible for arranging for the provision of all utility services directly with the supplier and Tenant shall make payment for any such services directly to the supplier. Landlord shall have no obligation to provide any services of any nature whatsoever to Tenant or to, in or for the benefit of the Premises, or to observe or perform any obligations of Landlord under this Sublease in any case where any services, or obligations are required under the Prime Lease to be provided, performed or observed by the Port Authority for the benefit of Landlord with respect to the Premises. Landlord shall not be responsible in any way whatsoever for the quality, impairment, interruption or stoppage of utilities (except water and sewer services required to be provided under Section 10.3) and Tenant agrees to look solely and directly to the Port Authority (or the utility supplier, as applicable) for the furnishing of any such utilities. Tenant shall have no claim against Landlord for any such default by the Port Authority under the Prime Lease. Tenant shall be solely responsible for the operatic of all equip ent, systems, piping, tie-ins, utilities, lines and connections, mechanical, electrical, communica. ns located within the Premises and shall perform, in accordance with the provisions of Section 9.4, all preventative intenance, repairs, replacements and rebuilding of such systems.

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

Section 10.2 **Electricity.**

Landlord shall pay (to the Port Authority or the public utility, as applicable) the cost of the electricity to be supplied to the Premises during the Term hereof. Tenant shall be solely responsible for making all connections and tie-ins to the electrical service at the point designated by the Port Authority, including running a new electric line to the kiosk installed by Tenant at the Premises, at Tenant's sole cost and expense. In addition, Tenant shall be solely responsible for transforming and distributing the electricity so supplied throughout the Premises, as appropriate to Tenant's requirements.

Section 10.3 **Water and Sewer.**

Tenant shall purchase domestic cold water and sewerage services from the Port Authority for use at the Premises in reasonable quantities at a rate to be determined by the Port Authority. The Tenant will separately meter the Premises for the purpose of measuring Tenant's water consumption, however, in the event the Premises are not separately metered or the meter, for whatever reason, is unable to record Tenant's consumption during any period,

Tenant's consumption for that period will be determined based on the Port Authority's reasonable estimate of Tenant's actual consumption for the applicable period.

Section 10.4 **Heat and Air Cooling.**

Pursuant to the terms of the Prime Lease, the Port Authority has agreed to heat the Premises to an even and comfortable working temperature from October 1 through April 30 on such days and during such hours as the Terminal and the Premises are open for the conduct of retail business serving the public and to furnish air-cooling sufficient to maintain the Premises (except for storage and locker room areas) at a comfortable temperature from May 1 through September 30 on such days and during such hours as the Terminal and the Premises are open for the conduct of retail business serving the public. Such air-cooling shall be furnished subject to the terms of the Prime Lease and in accordance with the following:

(a) If the air-cooling on the Premises can be controlled by mechanisms within the Premises or portions thereof, Tenant shall shut off the air-cooling before closing and leaving any particular portion of the Premises at any time for any period. Landlord or Port Authority shall have the right to enter the Premises for the purpose of observing Tenant's compliance with the provisions hereof and Landlord or Port Authority may, at Tenant's expense, lock, seal or install any timing device on or in connection with any air-cooling control mechanism so as to provide that each portion of the Premises shall only be air-cooled during the hours and days stipulated hereunder;

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

(c) Tenant shall not waste or dissipate the air-cooling or heating service by any act or omission including but not limited to the permitting of outside doors or windows to remain open. Without otherwise affecting any rights or remedies in the event of any breach by Tenant of its obligations under this Section 10.4, the Port Authority shall have the right to discontinue the heating or air-cooling service during any period of such waste or dissipation and any failure of the Port Authority to supply any such service under such conditions shall not affect any of Tenant's obligations under this Sublease. It is hereby understood further that the installation by Tenant of any equipment which itself requires air-cooling or which requires additional quantities of air-cooling or which requires additional quantities of air-cooling at the portion of the Premises where such equipment is installed, or the concentration in any portion of the Premises of such a number of people so as to require additional quantities of air-cooling, shall not impose any obligation on the Port Authority to increase the capacity or output of initially existing facilities, equipment or fixtures for the supply of chilled water and Tenant shall not in any such event be relieved of any of its obligations hereunder; and

(d) The Port Authority may at its option furnish the air-cooling either in whole or partially by installing complete units on the Premises and no such installation on the Premises shall be construed to be an eviction of Tenant or shall be grounds for any diminution or abatement of the Rental payable hereunder.

Section 10.5 **Government Regulation.**

If any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases any charge, fee or rent on the Port Authority for any service, system or utility now or in the future supplied to or available to the Premises (including but not limited to any sewer rent or charge for the use of sewer systems), Tenant shall, at the option of the Port Authority exercised at any time and from time to time by notice to Tenant, pay, in accordance with the said notice, such charge, fee or rent or increase thereof

(or the portion thereof allocated by the Port Authority to the Premises or the operations therein) either directly to the governmental body, authority or agency or to the public utility or directly to the Port Authority.

Section 10.6 **Trash and Garbage Removal.**

Tenant shall be solely responsible, at Tenant's expense, for removal of trash, garbage, debris and other waste material from the Premises, on a daily basis, in a manner approved by Landlord unless the Landlord elects to provide such services. Tenant shall contract with the Port Authority's disposal contractor at the Terminal for the disposal of its trash, garbage, debris and other waste material. In the event Landlord elects to provide such services, the Landlord's costs of providing such services shall be included in Landlord's Operating Costs in accordance with the provisions of Section 6.2 and Tenant shall pay to Landlord the Tenant's Proportionate Share of such costs in accordance with the provisions of Section 6.1. All trash, garbage and debris, while on the Premises, shall be temporarily stored in suitable waste receptacles, made of metal or other suitable material, with tight-fitting covers, sufficient to safely store whatever is to be contained therein as determined by the Landlord.

Section 10.7 **Cleaning Services.**

Tenant shall, at its expense, provide the Premises (including, without limitation, exterior plate glass, exterior doors and framing, exterior wall, exterior signs and the service entrance) with those janitorial, window cleaning, pest and vermin control, waste removal, repainting and other services required to maintain the Premises in a clean, sanitary, safe, and attractive condition in accordance with the standards of first class, upscale retail establishments, but in any event not less than the standards of the Retail Area. In the event that either Landlord or the Port Authority provide pest and vermin control services for the Premises and other locations within the Retail Area, Tenant will reimburse Landlord for the cost of providing such services to the Premises; Tenant shall supplement such services if necessary in order to keep the Premises free from pests and vermin.

Section 10.8 **Discontinuance and Interruptions of Services.**

Neither Landlord nor the Port Authority shall be liable to Tenant in damages or otherwise (i) if any utility shall become unavailable from the Port Authority or from any public utility company, public authority or any other person or entity supplying or distributing such utility, or (ii) for any interruption in any service hereunder (including, without limitation, any heating, ventilation or air-conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond the reasonable control of Landlord (or the Port Authority, as the case may be), and the same shall not constitute a termination of this Sublease or an eviction of Tenant. In no event shall Port Authority or Landlord be liable to Tenant for indirect or consequential damages.

The Port Authority is under no obligation to supply services if and to the extent and during any period that the supplying of any such service or the use of any necessary component shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency. The Port Authority is not obligated to perform or furnish (and may cease performance of) any service whatsoever in connection with the Premises at any time while Tenant wastes any such services (or Landlord wastes any services to it under the Prime Lease) or is in default under this Sublease (or Landlord is in default under the Prime Lease.)

Section 10.9 **Deliveries.**

Tenant shall, at Tenant's sole cost and expense, make deliveries in a timely manner, to a designated area in accordance with the Landlord's rules and regulations. Landlord may, at its option, provide receiving and delivery services to tenants in the Retail Area. In such event Tenant shall use such service for all of its deliveries to the Terminal and the Premises, and the cost of providing such services shall be included in the Landlord's Operating Costs in accordance with the provisions of Section 6.2 and Tenant shall pay its Proportionate Share of such cost in accordance with the provisions of Section 6.1.

In the event that Landlord determines that allocating the cost of receiving and the delivery service in accordance with Tenant's Proportionate Share, would not be an equitable manner in which to allocate such costs, the Landlord, in its sole discretion, may make an allocation of such costs and Tenant agrees to pay its share, as determined by Landlord. Landlord will upon request provide Tenant with Landlord's basis for such allocation, in reasonable detail.

ARTICLE 11
INDEMNITY AND INSURANCE

Section 11.1 **Indemnity by Tenant.**

To the maximum extent permitted by law, Tenant shall indemnify and save harmless Landlord, the directors, officers, agents and employees of Landlord, and those in privity of estate with Landlord, and the Port Authority, the commissioners, employees, representatives, directors and officers of the Port Authority from and against all claims, expenses (including, without limitation, attorney's fees) or liability of whatever nature: (i) arising from any default, act omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or employees, or the failure of Tenant or such persons to comply with any rule, order, regulation or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or Tenant's use thereof; or (ii) arising, directly or indirectly, from any accident, injury or damage, however caused, to any person or property on or about the Premises; or (iii) arising directly or indirectly, out of default by Tenant under any of the terms or covenants of this Sublease, or in connection with any mechanical, electrical, plumbing, or any other equipment or installations that are to be maintained or repaired by Tenant; or (iv) arising from any accident, injury or damage to any person or property occurring outside of the Premises but within the Terminal or the general area of the Terminal, where such accident, injury or damage results, or is claimed to have resulted from, any act, omission or negligence on the part of Tenant, or Tenant's contractors, licensees, agents, servants or employees or customers, or anyone claiming by, through or under Tenant.

Without limiting the generality of this Section 11.1, Tenant agrees to indemnify Landlord and save it harmless from and against all claims relating to the sale of beer, wine and other alcoholic beverages in the Premises and arising from (1) any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or employees, or (2) any accident, injury or damage whatsoever caused to any person or to the property of any person occurring from and after the Commencement Date and until the end of the Term hereof, whether such accident, injury or damage occurs within the Premises, the Retail Area, the Common Areas, the Terminal, or otherwise. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses (including, without limitation, reasonable attorneys' fees) and liabilities incurred in or in connection with any such claim, or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall at Tenant's expense resist or defend such action or proceeding and employ counsel therefor acceptable to Landlord.

The provisions of this Section 11.1 shall survive the expiration or termination of this Agreement.

Section 11.2 **Landlord Not Responsible for Acts of Others.**

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of the Port Authority or of persons occupying space adjoining the Premises or any other part of the Retail Area, or, to the maximum extent permitted by law, for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Retail Common Areas and Retail Area, as Tenant is herein given the right to use, at Tenant's own risk.

Section 11.3 **Tenant's Insurance.**

At all times after the execution of this Sublease, Tenant will take out and keep in force, at its expense Tenant's Required Insurance Coverage specified in Section 1.1, specifically including but not limited to:

(a) commercial general liability insurance, written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this Sublease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises; the limit of such public liability coverage shall be not less than the limit specified in Section 1.1;

(b) all-risk property insurance, written at replacement cost value and with an agreed amount endorsement, covering all of the leasehold improvements and Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Sublease);

(c) if and to the extent required by law, worker's compensation or similar insurance with limits and additional coverage as described in Section 1.1;

(d) if requested by Landlord, business interruption insurance, rent insurance, sprinkler damage insurance, and such other types of insurance coverages and amounts as the Landlord may reasonably require, such amounts to be consistent with other major airports in North America, or as the Port Authority may require, in its sole and absolute discretion; and

(e) if the Permitted Use allows for the sale of alcoholic beverages, Tenant agrees to maintain Tenant's Additional Required Insurance specified in Section 1.1 hereof. Notwithstanding the foregoing, Landlord reserves the right upon thirty (30) day's notice to Tenant to require that it increase the coverage limits on such insurance. The foregoing insurance shall be in compliance with the requirements of this Article 11 and shall insure against all claims, demands or actions for injury to, or death of, one or more persons in one or more accidents, and for damage to property, as well as for damages due to time loss or means of support; so that at all times Landlord and the Port Authority will be fully and completely protected against any claims that may arise by reason of the dispensing of beer, wine and other alcoholic beverages in the Premises.

Tenant shall deliver certified copies of the policies and/or certificates of insurance evidencing such coverage, as well as evidence of payment of all premiums thereof, within thirty (30) days of the execution of this Sublease.

Section 11.4 **Tenant's Contractor's Insurance.**

Tenant shall require any contractor of Tenant performing work on the Premises to take out and keep in force, at no expense to Landlord, the insurance coverages set out in **Schedule B**, attached hereto.

Section 11.5 **Landlord's Insurance.**

Landlord shall take out and keep in force all insurance required pursuant to the terms of the Prime Lease, as amended from time to time, to be maintained by Landlord.

Section 11.6 **Policy Requirements.**

The company or companies writing any insurance which Tenant is required to take out and maintain or cause to be taken out or maintained pursuant to Section 11.3 and Section 11.4 hereof as well as the form of such insurance shall at all times be subject to Landlord's and the Port Authority's approval and any such company or companies shall be licensed to do business in New York. Each policy evidencing insurance required in Section 11.3(a) and Section 11.3(e) shall name Landlord (including MarketPlace LaGuardia Limited Partnership and MarketPlace LaGuardia, Inc.), the Port Authority, and such persons as are in privity of estate with Landlord (as may be set forth in a notice given from time to time by Landlord) and Tenant are named as additional insureds

(collectively, "Insured Parties"), as their respective interests appear, each with the same effect as if separately insured and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days' written notice to Landlord, the Port Authority, and any person in privity of estate with Landlord. As provided in the preceding sentence, Tenant agrees to name the following entities as additional insureds on its insurance policies: MarketPlace Development, Inc., MarketPlace Development Limited Partnership, MarketPlace LaGuardia, Inc., MarketPlace LaGuardia Limited Partnership, New England Development, Inc., NED Management, L.P., WellsPark Group, L.P., Fleet National Bank, and The Port Authority of New York and New Jersey. Each such policy, or a certificate thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same. If Tenant shall fail to perform any of its obligations under Section 11.3 or Section 11.4, then in addition to any other right or remedy of Landlord, Landlord, upon notice to Tenant, may perform the same and the cost thereof shall be deemed Additional Rental and shall be payable upon Landlord's demand. In the event Tenant carries limits of insurance higher than those required under the terms of this Sublease, such higher limits shall be applicable to the Insured Parties in addition to Tenant.

In the defense of any claim, demand, expense or liability which is to be covered under insurance policies by Tenant as described in this Sublease (even if such claim, demand, expense or liability is groundless, false or fraudulent), Tenant agrees on its own behalf, and shall cause its insurers to agree, not to, 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.

Section 11.7 **Increase in Insurance Premiums.**

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies with companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Retail Area to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rental, the amount of any such increase upon demand.

Section 11.8 **Waiver of Right of Recovery.**

Insofar as, and to the extent that, the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in New York (even though extra premium may result therefrom), Landlord and Tenant mutually agree that, with respect to any hazard which is covered by insurance then being carried by them (or required under the terms of this Sublease to be covered by them), respectively, the one carrying (or required hereunder to carry) such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If the release of either party provided above shall contravene any law with respect to exculpatory agreements, the liability of the party for whose benefit such release was intended shall remain but shall be secondary to that of the other party's insurer.

ARTICLE 12
DAMAGE AND DESTRUCTION

Section 12.1 **Casualty.**

In the event the Premises are damaged or destroyed, as a result of fire or other casualty (without fault on the part of Tenant, its employees, officers, guests, invitees, contractors or persons doing business with Tenant) Landlord may, at its election, repair such damage or terminate the Sublease, with respect to all or any portion of the Premises. Landlord agrees it shall not discriminate against Tenant in the exercise of its rights to terminate this Sublease in accordance with the provisions of this Section 12.1, except as otherwise required by the Port Authority.

In the event the Sublease or the Prime Lease is terminated as a result of any fire or other casualty this Sublease shall expire as of the effective termination date in such notice of termination.

In the event Landlord elects to rebuild or repair any or all of the Premises, Tenant shall be obligated to rebuild, repair and/or replace the leasehold improvements in the Premises (including those items set forth on Schedule B hereof), at Tenant's expense, to substantially the same condition as the prior to such casualty.

Section 12.2 **Condemnation.**

If the Premises (or any portion thereof), or twenty-five percent (25%) or more of the Terminal shall be taken by condemnation or right of eminent domain or any other action or proceeding by any governmental agency, or by the Port Authority under applicable provisions of the Prime Lease, Landlord shall have the right to terminate this Sublease, by written notice, with respect to all or any portion of the Premises. Such termination shall be effective as of the date specified in such notice. Tenant hereby agrees to deliver such portion of the Premises, as requested, on the date specified in such notice.

In the event the Sublease is terminated with respect to any portion of the Premises, Tenant shall, at Tenant's cost, restore the remainder of the Premises, as nearly as practicable, to its condition prior to such condemnation or taking.

Landlord shall have and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the Terminal and the leasehold interest hereby created, and to compensation accrued or to accrue by reason of such taking or damages. Tenant covenants to deliver such further assignments and assurances of such assignment as Landlord may from time to time request.

Tenant shall not assert any claim to any compensation, award or part thereof against Landlord, the condemning authority or the Port Authority as a result of any condemnation, Tenant hereby acknowledging that Landlord and the Port Authority shall be entitled to all awards made or to be made and all consideration of Rental free of any claim of right of the Subtenant. Nothing herein shall limit Tenant's right to prosecute in any condemnation proceedings, a claim for the value of any of Tenant's trade fixtures installed in the Premises by Tenant, at Tenant's expense, or for relocation expenses provided that such action shall not effect the amount of compensation otherwise recoverable hereunder by Landlord or the Port Authority from the taking authority.

No taking or conveyance pursuant to this Section 12.2 shall be or be construed as an eviction of Tenant or a breach of this Sublease and Tenant shall have no basis for any claim against Landlord or the Port Authority for damages, consequential or otherwise.

ARTICLE 13
ASSIGNMENT AND SUBLETTING

Section 13.1 **Assignment and Subletting Prohibited.**

Tenant will not assign this Sublease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or sublease departments therein, nor grant leasehold mortgages or collateral assignments affecting this Sublease, without first obtaining the written consent of Landlord and the Port Authority. This prohibition includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure, or an assignment or subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency, or other proceedings. Consent by Landlord or the Port Authority to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting.

Section 13.2 **Exceptions for Affiliates, Merger, Consolidation or Transfer of Corporate Shares.**

Notwithstanding the provisions of Section 13.1, Landlord and Tenant agree that Landlord's consent shall not be required with respect to an assignment of this Sublease to any subsidiary or parent or affiliate of Tenant or to

any corporation or other entity into or with which Tenant may be merged or consolidated or with respect to a sale or transfer of stock in Tenant provided and on condition that (i) such transaction is for a bona fide business purpose which is not, directly or indirectly, for the purpose of transferring the leasehold estate created hereby in avoidance or contravention of the provisions of this ARTICLE 13, (ii) the transferee or successor to the Tenant or a guarantor of this Sublease reasonably satisfactory to Landlord has a tangible net worth (excluding good will and other intangibles) immediately following such transfer of not less than the tangible net worth of Tenant on the date of this Sublease or the date of such request, whichever is greater, and proof thereof, reasonably satisfactory to Landlord, shall have been delivered to Landlord at least ten (10) days prior to the effective date of such transfer, (iii) Landlord is provided with an executed copy of the assignment and assumption agreement and the surviving entity assumes all of Tenant's obligations under this Sublease, (iv) the successor Tenant shall continue to operate the Premises for the Permitted Use under Tenant's Trade Name, (v) Tenant shall first obtain the consent of the Port Authority to the extent necessary pursuant to the Port Authority's written consent agreement to be entered into among the Port Authority, the Landlord and the Tenant (including, without limitation, consent to any transaction that is prohibited pursuant to such written consent agreement), and (vi) Tenant shall comply with all of the terms of Section 13.4 hereof.

Section 13.3 **Acceptance of Rent From Transferee.**

The acceptance by Landlord or the Port Authority of the payment of Rental following any assignment or other transfer prohibited by this Article shall not be deemed to be a consent by Landlord or the Port Authority to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord or the Port Authority hereunder.

Section 13.4 **Other Assignment and Subletting Requirements.**

If pursuant to this ARTICLE 13 Landlord and the Port Authority permit Tenant to sublease all or any portion of the Premises or to assign or otherwise transfer this Sublease, Tenant shall pay to Landlord, at the times and in the manner specified by Landlord, one hundred percent (100%) of any Excess Rent (as defined below). For purposes of this Section, the term "Excess Rent" shall mean the difference between all amounts which Tenant receives from an assignee or sublessee by virtue of an assignment or sublease pursuant to the provisions of this ARTICLE 13 (less Tenant's reasonable costs associated with such subletting or assignment) and the total charges due under this Sublease for the subleased or assigned area, provided such difference is greater than zero. In any case where Landlord and the Port Authority shall consent to such assignment, other transfer or subletting, the Tenant originally named herein shall remain fully liable for Tenant obligations hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Sublease. Tenant also hereby agrees to pay as additional rent to Landlord, within fifteen (15) days of billing therefor, all legal and other fees and administrative expenses incurred by Landlord in connection with reviewing any assignment, other transfer or subletting by Tenant (whether or not such assignment, subletting or transfer is approved), including without limitation any costs or expenses incurred in obtaining the Port Authority's consent. It shall be a condition of the validity of any assignment or other transfer or subletting that the assignee or transferee or subtenant agree directly with Landlord, in form satisfactory to Landlord, to be bound by all Tenant obligations hereunder from and after the effective date of the assignment, transfer or sublease, including, without limitation, the obligation to pay rent and other amounts provided for under this Sublease and the covenant against further assignment or other transfer or subletting. It shall also be a condition of the validity of any assignment or other transfer or subletting that the assignee or transferee or subtenant agree in writing to the standard consent agreement of the Port Authority, which consent shall be in form satisfactory to the Port Authority.

ARTICLE 14
DEFAULT

Section 14.1 **"Event of Default" Defined.**

Any one or more of the following events shall constitute an "Event of Default":

(a) Tenant shall fail to pay the Rental or other charges on or before the date that is five (5) days after written notice of such failure from Landlord hereunder;

(b) Tenant shall fail to perform or observe any term or condition of this Sublease which, because of its character, would immediately jeopardize Landlord's interest (such as, but without limitation, failure to maintain public liability insurance) and such failure continues for 48 hours after notice from Landlord thereof;

(c) Tenant ceases, suspends or significantly reduces its operations, without Landlord's prior written approval, for a substantially continuous period of twenty -four (24) hours or more (other than in connection with Unavoidable Delays or approved remodeling, repairs or construction);

(d) Tenant shall fail to perform or observe any other term or condition contained in this Sublease within the time specified or in the event there is no time specified for such performance, within five (5) days after notice from Landlord thereof (unless such default is of such a nature that it cannot be cured within such five-day period, in which event no Event of Default shall occur so long as Tenant shall commence the curing of the default within such five-day period and shall thereafter promptly and diligently prosecute the curing of the same);

(e) Tenant shall vacate or abandon the Premises;

(f) Tenant shall fail to take possession of the Premises within fifteen (15) days after the Premises Delivery Date, or if Tenant has taken possession of the Premises within such fifteen-day period, thereafter fails to promptly and diligently perform Tenant's Work;

(g) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within forty-five (45) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts;

(h) as a result of any action by Tenant (or failure to act when required), Landlord shall receive a notice of default under the Prime Lease from the Port Authority;

(i) any other event expressly identified as an "Event of Default" in this Sublease;

provided, however, that if Landlord is required hereunder to give Tenant notice of such default(s) and Landlord shall have sent to Tenant notices of any two (2) defaults, even though such defaults shall have been cured and this Sublease not terminated, and during the same twelve month period in which Landlord shall have sent such two (2) notices of default to Tenant, Tenant shall thereafter during such twelve month period default in any matter ("Subsequent Default"), then such Subsequent Default shall be deemed to be an Event of Default upon Landlord giving Tenant notice thereof and Tenant shall have no grace period within which to cure such Subsequent Default.

Section 14.2 **Remedies.**

Upon the occurrence and continuance of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below), may do any one or more of the following:

(a) Landlord may exercise its right of self-help provided in Section 16.9.

(b) Landlord may, at any time thereafter, at Landlord's option, give written notice to Tenant stating that this Sublease and the Term shall expire and terminate on the date specified in such notice, which date shall not be less than three (3) days after the giving of such notice, whereupon this Sublease and the Term and all rights of Tenant under this Sublease shall automatically expire and terminate as if the date specified in the notice given pursuant to this Section 14.2(b) were the originally scheduled expiration date and Tenant shall immediately quit and surrender the Premises, but Tenant shall remain liable for damages as provided herein or pursuant to law.

Thereupon Landlord may re-enter the Premises, by summary proceedings or otherwise, and may remove Tenant and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby and without prejudice to any other remedies which Landlord may have hereunder, at law or in equity.

(c) Landlord may exercise any other legal or equitable right or remedy which it may have.

(d) Landlord may decline to retake possession of the Premises and may sue for the Rental as the same becomes due or sue for the present value of the Rental to accrue under this Sublease and other damages or remedies to which Landlord may be entitled.

(e) Landlord may elect to retake possession of the Premises and, without initially reletting the Premises, sue for the present value of the Rental to accrue under this Sublease and other damages or remedies to which Landlord may be entitled.

(f) Landlord may retake possession of the Premises, relet the Premises and sue for damages. During the period of time that Landlord is trying to relet the Premises, Tenant will be liable for the full Rental. Landlord may sue from month to month for the damages which accrue in accordance with this subsection, or may sue for the present value of the total damages which will be due throughout the remaining Term in accordance with the measure of damages set forth in Section 14.3. The election of whether to sue on a month-to-month basis or for the total amount shall be at the sole option and discretion of Landlord.

(g) If Tenant vacates or abandons the Premises, Landlord shall have the right, but not the obligation, to relet the Premises for the remainder of the Term of this Sublease. Nothing herein shall be construed as in any way denying Landlord the right in the event of any breach or default under this Sublease to treat the same as an entire breach at Landlord's option and immediately sue for the entire damages occasioned thereby, including the present value of all future damages to be incurred.

(h) Landlord's re-entry or taking of possession of the Premises shall not be construed as an election to terminate this Sublease unless Landlord gives written notice of such termination. Any re-entry or taking of possession by Landlord shall not affect or diminish the ongoing obligation or liability of Tenant for all Rental and other obligations due and owing under this Sublease. Re-entry by Landlord will not obligate Landlord to mitigate damages by reletting. Wherever in this Sublease Landlord has reserved or is granted the right of re-entry into the Premises, the use of such word is not intended, nor shall it be construed to be limited to its technical legal meaning. If Landlord re-enters, it may take possession of the Premises, remove all persons and property from the Premises and store such property at Tenant's expense or resort to legal process without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

(i) Landlord may relet the Premises or any part thereof for such term or terms (which may extend beyond the Term), and at such rentals and upon such other terms and conditions as Landlord in its sole discretion deems advisable and such reletting shall not in any way relieve Tenant from the obligations and liabilities under this Sublease. Any and all amounts received upon such reletting and all rentals received by Landlord therefrom shall be applied first to any indebtedness owed by Tenant to Landlord other than Rental due hereunder, then to pay any cost and expense of reletting, including brokers' and attorneys' fees and costs of alterations and repairs, then to the Rental due hereunder; if there is any residue, it shall be applied to any deficiencies of future Rental that may become due under this Sublease. At the expiration of the Term any funds due Tenant shall then be paid. It is understood that said funds shall not draw interest while held by Landlord as security for Tenant's obligations hereunder.

(j) Notwithstanding any reletting without termination, Landlord may, at any time in the future after said reletting, elect to deem this Sublease terminated for any prior breach or default.

(k) The covenant to pay Rental and other amounts hereunder and to perform all obligations hereunder are independent covenants from the other terms and provisions of this Sublease and Tenant shall have no right to

hold back, offset or fail to pay any such amounts for any alleged default by Landlord or for any other reason whatsoever.

(l) The remedies described herein are not exclusive and are cumulative, and Landlord will be entitled to any and all other remedies now or hereafter provided by law or in equity in the event of any default or breach by Tenant of the terms of this Sublease. Landlord may pursue one or more remedies against Tenant and need not elect its remedy until such time as findings of fact have been made by judge or jury, whichever is applicable, in a trial court of competent jurisdiction. To the extent permitted by law, Tenant waives any right of redemption, re-entry or repossession.

(m) Tenant acknowledges that the continued operation of business in the Premises in the manner and upon the terms set forth in this Sublease are of a special importance to the commercial viability of the Retail Area. Therefore, in the event this Sublease is not canceled and terminated upon the occurrence of the events set forth in Section 14.1(g), then Tenant, and the trustee in bankruptcy or other representative of Tenant, or, in the event of an assignment, Tenant's assignee shall, prior to the assumption of this Sublease by such representative or trustee or assignee, comply with all of the provisions of Article 13 hereof and, in addition, provide adequate assurance to Landlord: of the source of Rental and other consideration payable under this Sublease; that any Percentage Rental payable under this Sublease shall not decline substantially after the date of such assumption or assignment, as the case may be; that assumption or assignment of this Sublease will not breach any provision of the Prime Lease and will not breach substantially any provision in any other sublease, financing agreement, or master agreement relating to the Retail Area; of the continued use of the Premises in accordance with the Permitted Use only, Tenant hereby acknowledging that only in the operating of such business for the Permitted Use may Landlord be adequately assured that assumption or assignment of this Sublease will not disrupt substantially the tenant mix or balance in the Retail Area; that the quality of goods to be sold in the Premises will not decline; that the operation of the business in the Premises shall continue to be of the high standard compatible with Landlord's other tenants in the Retail Area; that Tenant's suppliers of merchandise or goods for sale in the Premises are willing to continue to furnish such merchandise and goods of the same quality and caliber as theretofore sold in the Premises, of the source of funds necessary to pay for Tenant's merchandise and goods to be sold in the Premises, all on a current basis; of the continuous operation of business in the Premises in strict accordance with the requirements of Article 4 hereof; that the design and furnishings of the Premises shall continue to be acceptable to Landlord in accordance with the terms hereof; and of such other matters as Landlord may reasonably require at the time of such assumption or assignment. The furnishing of assurances in accordance with the foregoing, or as may be directed by a court of competent jurisdiction, shall not be deemed to waive any of the covenants or obligations of Tenant set forth in this Sublease. In the event that any person assuming this Sublease, or taking the same by assignment, shall desire to make alterations to the Premises, Landlord may further require adequate assurance, by lien and completion bond, cash deposit or such other means as Landlord may approve, of the source of payment for the estimated cost of any work to be performed in connection therewith. Notwithstanding the foregoing, such alterations shall be subject in all respects to the rights and obligations of Landlord or Tenant relating to such alterations, including, without limitation, those set forth in Article 9 hereof.

Section 14.3 **<u>Damages.</u>**

(a) If Landlord elects to terminate this Sublease under the provisions of Section 14.2 above, Landlord may recover from Tenant damages computed in accordance with the following formula in addition to its other remedies:

(i) the worth at the time of award of any unpaid Rental which has been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which any unpaid Rental which would have been earned after termination until the time of award exceeds the amount of such Rental less that Tenant proves could have been reasonably avoided; plus

(iii) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Sublease or which in the ordinary course would be likely to result therefrom including, without limitation, late

charges owing to the Port Authority as a result of delays caused by Tenant, the cost of repairing the Premises and reasonable attorneys' fees; plus

(iv) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law. Damages shall be due and payable from the date of termination. For the purposes of clauses (i) and (ii) of this Section, the "worth at the time of award" shall be computed by adding interest at the Default Rate to the past Rental due.

(b) For the purpose of this Article, "Rental" for each calendar year of the unexpired Term shall be the Rental (including Annual Fixed Minimum Rent, Annual Percentage Rental and Additional Rental) payable during the preceding year, or, if the default occurs less than one (1) year from the Commencement Date, an amount equal to one and one-half (1.5) times the average Annual Fixed Minimum Rent for the initial Term set forth in Section 1.1.

(c) In addition to the foregoing, Tenant also agrees to indemnify and save Landlord harmless from and against all reasonable expenses and attorney's fees which Landlord may incur in connection with any termination of this Sublease or reentry or repossession or the re-letting of the Premises, that Landlord may re-let the Premises, or any portion thereof, for a period which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant commercially reasonable concession or free rent, and to reimburse Landlord, upon demand therefor, for the unamortized portion of (x) the reasonable costs incurred by Landlord (including, without limitation, buildout costs, construction allowance, architect's and engineer's fees, and attorney's fees for preparation and negotiation of this Sublease) in connection with the improvement and/or preparation of the Premises for occupancy by Tenant and (y) any brokerage commission incurred by Landlord with respect to this Sublease (in both cases, the unamortized portions shall be calculated as of the date of termination of the Sublease and shall include interest thereof at the Default Rate). Any suit brought to collect the amount of deficiency for any month shall not prejudice in any way the right of Landlord to collect the deficiency for any subsequent month by a similar proceeding.

(d) In the event of any default by Tenant hereunder, Tenant will reimburse Landlord for all expenses and reasonable attorneys' fees incurred by Landlord in collecting any amount due from Tenant, enforcing any obligation of Tenant hereunder, curing any default of Tenant or in obtaining possession of, or in re-letting the Premises; and Tenant shall pay all reasonable attorneys' fees and expenses arising out of any litigation in which Landlord shall become involved by reason of any default, act or failure to act, or negligence of Tenant or anyone acting under Tenant.

(e) In addition to all other remedies provided in this Sublease, Landlord shall be entitled to restrain by injunction any violation, or any attempted or threatened violation, of any of the covenants, conditions, or provisions of this Sublease.

Section 14.4 <u>Landlord's Default.</u>

Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation (unless such default is of a nature that it cannot be cured within such thirty day period, in which event no default shall occur so long as Landlord shall commence the curing of the default within the thirty day period and promptly prosecute the curing of the same). In no event shall Landlord ever be liable to Tenant for indirect or consequential damages.

Further, if the Port Authority notifies Tenant that the Port Authority has assumed Landlord's rights under this Sublease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claims against Landlord theretofore accrued from Rental thereafter due and payable, but shall look solely to Landlord and not the Port Authority for satisfaction of such claim.

In the event Tenant shall claim under any provision of this Sublease that Landlord has unreasonably withheld or delayed its consent or approval to some request of Tenant, Tenant shall have no claim for damages by

reason of such alleged withholding or delay, and Tenant's sole remedy therefor shall be declaratory or injunctive relief, but in any event without the recovery of damages.

Section 14.5 **Miscellaneous.**

Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Further, if this Sublease is guaranteed on behalf of Tenant, all of the foregoing provisions of this Article 14 with respect to bankruptcy, etc. of Tenant shall be treated as reading "Tenant or the guarantor" hereof and shall, accordingly, apply fully to any such guarantor.

ARTICLE 15
LANDLORD'S ACCESS TO THE PREMISES

Section 15.1 **Landlord's Right of Access.**

Landlord and the Port Authority shall have the right to enter the Premises at all reasonable hours (or at any time in the event of an emergency) for the purpose of inspecting or of making repairs, alterations or additions to the Premises, the Retail Area or the Terminal and Landlord shall also have the right to make access available at all reasonable hours to prospective purchasers of any part of the Retail Area. Landlord agrees to provide Tenant with reasonable prior notice of its entry, except in the case of an emergency in which event no notice shall be required. In addition, the Port Authority shall have all rights of access and entry reserved in Section 14 of the Prime Lease.

For a period commencing three (3) months prior to the expiration of the Term, Landlord may have reasonable access to the Premises at all reasonable hours for the purpose of exhibiting the same to prospective tenants.

ARTICLE 16
MISCELLANEOUS

Section 16.1 **Covenant of Quiet Enjoyment.**

Subject to the terms and provisions of this Sublease and the Prime Lease and on payment of Rental and compliance with all of the terms and provisions of this Sublease, Tenant shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the Term hereof, without hindrance or ejection by Landlord or by any persons lawfully claiming under Landlord; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

Section 16.2 **Brokerage.**

Landlord and Tenant each warrants and represents to the other that it has dealt with no broker in connection with the consummation of this Sublease. In the event of any brokerage claims against Landlord or Tenant from any party predicated upon dealings with the other party named herein Landlord and Tenant each agree to defend the same and hold the other harmless from and indemnify the other against such claim.

Section 16.3 **Notices.**

Any notice, demand, request, approval, consent or other instrument which may be or is required to be given under this Sublease shall be in writing and shall be deemed to have been given when sent by telegram or mailgram, when mailed by United States registered or certified mail, return receipt requested, postage prepaid, or when received or refused, if sent by overnight courier or delivery service, addressed to Landlord or Tenant at the respective addresses set forth in Section 1.1 of this Sublease, and in the case of notices to Landlord with a copy to Landlord's Counsel set forth in Section 1.1, or to such other address or addresses as either party may designate by notice to the other in accordance with this Section.

Section 16.4 **No Personal Liability of Landlord.**

Tenant agrees to look solely to Landlord's then equity interest in the Retail Area and the Prime Lease for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (whether Landlord be an individual, partnership, firm, corporation, trustee or other fiduciary) nor any of the partners comprising Landlord, nor any beneficiary of any trust of which any person holding Landlord's interest is trustee nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The covenants of Landlord contained in this Sublease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder.

Section 16.5 **Non-Discrimination.**

Tenant herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this Sublease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, creed, religion, national origin, ancestry, or otherwise as prohibited by law, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises or the Retail Area, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Premises or the Retail Area; and that Tenant, its successors and assigns hereby agree to comply with the Nondiscrimination Requirements, as amended from time to time by the Port Authority, attached hereto as **Schedule D**.

Section 16.6 **Subordination.**

Tenant's rights under this Sublease are, and shall remain subject and subordinate to, all matters of public record, as they now exist or may hereafter be amended, with respect to the Retail Area.

Section 16.7 **Status Report.**

Recognizing that Landlord may find it necessary to establish to third parties, such as the Port Authority, accountants, banks, lenders or the like, the then-current status of performance hereunder, Tenant shall, upon the request of Landlord from time to time, promptly furnish a statement of the status of any matter pertaining to this Sublease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the Term hereof, to acknowledge to Landlord satisfaction of any requirements with respect to construction except for such matters as Tenant may set forth specifically in said statement.

Section 16.8 **Recording.**

Tenant agrees not to record this Sublease, but each party hereto agrees, on the request of the other, to execute, acknowledge and deliver a Memorandum of Sublease or Short Form Sublease reasonably satisfactory in form to Landlord's attorneys. In no event shall such document set forth the Rental or other charges payable by Tenant under this Sublease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Sublease, and is not intended to vary the terms and conditions of this Sublease. In the event of termination of this Sublease, Tenant agrees to execute a recordable instrument setting forth the fact of and date of such termination and hereby irrevocably designates and appoints Landlord as its attorney-in-fact to execute in the name of Tenant and to record such instrument.

Section 16.9 **Self-Help.**

Landlord shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of moneys which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Sublease within five (5) days after notice to Tenant of such failure (except in the case of any emergency in which case no notice shall be required), whether or not Tenant has commenced to cure

the default or condition complained of by Landlord. In the event of the exercise of such right by Landlord, Tenant agrees to pay to Landlord forthwith upon demand all such sums, with interest thereon from the date Landlord pays such sums at the Default Rate; and if Tenant shall default in such payment, Landlord shall have the same rights and remedies as Landlord has hereunder for the failure of Tenant to pay the Rental.

Section 16.10 **Unavoidable Delays.**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an "Unavoidable Delay"). During the period of performance of Tenant's Work, the provisions of this Section 16.10 shall not operate to excuse Tenant from completing construction of the Premises within the Time Estimated for Completion of Tenant's Work unless Tenant gives written notice of the delaying event to Landlord within three (3) days of the occurrence of such delaying event. Such written notice shall specify the nature of the delaying event and the number of days of delay claimed to be resulting therefrom. The Time Estimated for Completion of Tenant's Work shall be extended for a period equivalent to the period of actual delay. After the Commencement Date, the provisions of this Section shall not operate to extend the Term. This Section 16.10 shall not be applicable to Tenant's obligations to procure insurance or to pay Rental or any other sums, moneys, costs, charges or expenses required to be paid by Tenant hereunder. Unless Tenant gives notice to Landlord within ten (10) days after becoming aware that an event described above will delay its performance hereunder, such event shall not excuse such delay. Tenant shall not be entitled to more than ten days extension for any delay caused by the failure of Landlord to fulfill its obligations hereunder or to take any other action except to the extent that such delays are caused by Landlord's failure to take such action within five days after Tenant has given notice to Landlord stating the action required to be taken and the manner in which Tenant may be delayed if Landlord fails to take such action.

Section 16.11 **No Joint Venture.**

Any intention to create a joint venture or partnership relation between the parties is hereby expressly disclaimed. The provisions of this Sublease in regard to the payment by Tenant and the acceptance by Landlord of a percentage of Gross Sales is a reservation for rent for the use of the Premises.

Section 16.12 **Waiver.**

Failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by Landlord or Tenant of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent similar act by the other.

Section 16.13 **Invalidity of Particular Provisions.**

If any term or provision of this Sublease, or the application thereof, to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

Section 16.14 **Provisions Binding, Etc.**

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, legal representatives, successors and assigns. Each term and each provision of this Sublease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to the successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as required by the provisions of this Sublease. If Tenant be several persons, natural or corporate, the liability of such persons for compliance with the obligations of Tenant under this Sublease shall be joint and several.

If Tenant (or a general partner of Tenant) is a corporation, the persons executing this Sublease on behalf of Tenant (or such general partner) hereby covenant and represent and warrant that: Tenant (or such general partner) is a duly constituted corporation in good standing qualified to do business in the state in which the Retail Area is located, and all Tenant's (or such general partner's) franchises and corporate taxes have been paid to date; and such persons are duly authorized by the governing body of such corporation to execute and deliver this Sublease on behalf of the corporation.

In the event Tenant is a partnership, the persons executing this Sublease on behalf of Tenant hereby represent and warrant that: Tenant is duly organized and validly existing and is qualified to do business in the state in which the Retail Area is located; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized to execute and deliver this Sublease on behalf of the partnership.

Section 16.15 **When Sublease Becomes Binding.**

Subject to Section 2.1, this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, consideration, representations and understandings between Landlord and Tenant. are incorporated herein and may be modified or altered only by written agreement signed by both Landlord and Tenant, and no act or omission of any employee or agent of Landlord or course of prior dealings between the parties, shall alter, change or modify any of the provisions hereof. This Sublease may be executed in more than one counterpart, and each such counterpart shall be deemed to be an original document. Without limiting the generality of the foregoing provisions of this Section 16.15, Tenant acknowledges that it has made such inspections of the Premises, the Retail Area and the Terminal as Tenant has deemed necessary, is leasing the Premises in "as is" condition, in the condition they are now (reasonable wear and tear and damage by fire or other casualty or taking excepted), without any representation or warranty whatsoever with respect to the condition of the Premises or the Retail Area; Tenant further acknowledges that, in entering into this Sublease, Tenant has not relied upon, nor has Landlord made, any prior oral or written understandings or representations concerning the Premises, the Retail Area, the Terminal, the condition of the Premises, the Retail Area or the Terminal, projected volumes of business for the Premises, the Retail Area or the Terminal, economic or business projections, or the like.

Section 16.16 **Interpretation.**

(a) The captions, table of contents and index of defined terms appearing in this Sublease are inserted only as a matter of convenience and in no way amplify, define, limit, construe or describe the scope or intent of the Sections of this Sublease nor in any way affect this Sublease. Except where otherwise expressly provided, each reference in this Sublease to a Section or Article shall mean the referenced Section or Article in this Sublease.

(b) The neuter, feminine or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

(c) The parties hereto agree that all the provisions of this Sublease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

(d) Although the printed provisions of this Sublease were drawn by Landlord, this Sublease shall not be construed for or against Landlord or Tenant, but this Sublease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

(e) The parties hereto agree that all references in this Sublease to statutes shall be deemed to refer to such statutes or regulations as they may be amended from time to time and to any successor statute or regulation thereto.

If, references to a Section, include all Subsections thereof; references to a Subsection (e.g., Section 6.1) include all subdivisions (e.g., 6.1(a)) thereof. In this Sublease (i) the use of the terms "include," "includes," or "including" means "include without limitation," "includes without limitation," or "including without limitation," respectively, as the case may be; (ii) the word "or" is used in its inclusive sense, i.e., when the word "or" is used in this Sublease to describe a result occasioned by the occurrence of any multiple specified events or conditions, the result shall also be occasioned by the occurrence of more than one of the events or conditions, unless the context otherwise indicates; (iii) "may" is used in the permissive sense, creates discretionary authority, and does not impose a duty; (iv) "shall" and "will" are used in the imperative sense and each imposes a duty; (v) a statement or definition followed by a listing of examples shall not invoke ejusten generis, i.e., the examples are descriptive only and shall not limit the generality of the statement or definition; and (vi) where a general category is described by specific examples introduced by "including," the listing of the specific examples shall not be interpreted to be exhaustive.

Section 16.17 **Amendment.**

This Sublease contains the entire agreement of the parties and may not be modified except by an instrument in writing. Further any amendment, modification, supplement or extension of the Sublease which does not have the express written approval of the Port Authority shall be void and of no force and effect.

Section 16.18 **Applicable Law; Choice of Law and Forum.**

The laws of the State of New York shall govern the validity, performance and enforcement of this Sublease. If either party institutes legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be the county in which the Retail Area is located, or the United States District Court having jurisdiction over such county. Tenant and Landlord hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other or any matter whatsoever arising out of or in any way connected with this Sublease, the relationship of Landlord and Tenant created hereby, Tenant's use or occupancy of the Premises, and/or any claim for injury or damage. In the event Landlord commences any action or proceeding for non-payment of Rental, Tenant shall not interpose any counterclaim of any nature or description, other than a compulsory counterclaim, in any action or proceeding. The foregoing shall not be construed as a waiver of Tenant's right to assert such claim in a separate action or proceeding instituted by Tenant.

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed under seal as of the date set forth in Section 1.1.

Landlord: **MarketPlace LaGuardia Limited Partnership**

By: MarketPlace LaGuardia, Inc.
Its general partner

By: _____
Its President
Hereunto duly authorized

Tenant: **Travelex Currency Services, Inc.**

By: _____
Its Vice President
Hereunto duly authorized

Attachments:

Schedule A	-	**Plan Showing the Retail Area and Location of Premises**
Schedule B	-	**Construction**
Schedule C	-	**Certificate of Vote**
Schedule D	-	**Nondiscrimination Requirements**
Schedule E	-	**Contractor Bid Conditions**
Schedule F	-	**Rules and Regulations for the Retail Area**
Schedule G	-	**Port Authority Consent to Sublease**

Delivered separately: Tenant Design Manual

Schedule A

Plan Showing the Retail Area and Location of Premises

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Schedule B

Construction

Description of Landlord's Work and Tenant's Work

LaGuardia Airport
Central Terminal Building
Flushing, NY 11371

Landlord:

MarketPlace LaGuardia
Limited Partnership
One Wells Avenue, Suite 205
Newton, MA 02459
(617) 243-7400
FAX: (617) 243-7459

Landlord's Architect:

Elkus Manfredi
530 Atlantic Avenue
Boston, MA 02210
(617) 426-1300
FAX: (617) 426-7502

Notice is hereby given to the Tenant that the terms and provisions of this **Schedule B** are general and approximate due to the varying physical characteristics of the several premises comprising the Retail Area. In the event of any discrepancy between **Schedule B** and the plans and specifications as finally approved by the Landlord and the Port Authority in any dispute between the Landlord and Tenant, the plans, as finally approved, shall govern. At the time Tenant submits the plans and specifications for approval, Tenant agrees to use good faith efforts to notify Landlord of any discrepancy of which Tenant has knowledge, between **Schedule B**, and the plans and specifications that the Tenant is submitting for approval.

I. DESCRIPTION OF EXISTING SERVICES **(SPACE CSDS2A)**

1. ELECTRICAL SERVICE

A 120/208 volt, 3 phase, 4 wire service exists in the Premises for the tenant's use. It is the Tenant's responsibility to determine the adequacy of this existing service, and, if necessary, all costs to increase the size of the electric service.

2. TELEPHONE SERVICE

The Tenant is responsible for the installation of its telephone service. The Tenant shall make arrangements with and pay to the telephone company any charges imposed by the telephone company for any work that affects the demised premises.

I.a DESCRIPTION OF SERVICES **(SPACE AR8 & DR9)**

1. ELECTRICAL SERVICE

No electrical service currently exists at these premises. The Tenant shall make arrangements to bring electricity to these locations as may be required for the operation of any equipment and signs.

2. TELEPHONE/COMMUNICATIONS

The Tenant is responsible for the installation of its telephone and/or communications service. The Tenant shall make arrangements with and pay to

the telephone company any charges imposed by the telephone company for any work that affects the premises.

II. COMMON FACILITIES

1. Corridors – Located as the Landlord has determined and in accordance with applicable building codes.

2. Truck Receiving Facilities – All deliveries to and from the premises will be made, either directly or indirectly, by the Tenant from designated areas as determined by the Landlord.

3. Retail Common Areas – Air conditioned and lighted with architectural treatment as determined by the Landlord.

4. Sprinklers – A sprinkler system has been constructed in the common and public use areas in accordance with applicable building codes.

III. BUILDING SHELL

1. Structural Frame, Roof, Exterior of the Building – As Is condition – Responsibility of Port Authority.

2. Finished Floor – The finished floor is existing and is the responsibility of the Tenant. Any work performed by the Tenant relating to the finished floor for the premises, including without limitation, carpeting, replacement of tile, slab preparation, slab installation, placement of concrete, and any demolition will be performed by the Tenant's contractor at the Tenant's expense, in accordance with plans and specifications which shall have been approved by the Landlord's Representative prior to commencing any such work. All such work shall be inspected by the Landlord's Representative.

IV. DESCRIPTION OF THE TENANT'S WORK

All other work required to complete and fully equip the demised premises shall be done by the Tenant at the Tenant's sole cost and expense, and the same shall be done as follows:

A. GENERAL CONDITIONS

All work done by the Tenant in the demised premises shall be governed in all respects by, and be subject to, the following:

1. The Port Authority of New York and New Jersey; and New York City Building Requirements.

   a. The detailed store plans for the completion of the demised premises must be prepared under the supervision of a New York registered architect or registered engineer. All plans including architectural, mechanical, electrical and sign drawings shall have affixed thereto a State of New York registration stamp.

   b. Prior to submission of plans to the applicable Building Department(s), the Tenant's drawings must be submitted to the Landlord's Representative for review in accordance with the procedure outlined in the Tenant Design Manual. Plans will not be accepted by the applicable

departments of the Port Authority and New York City Department of Buildings without the prior approval of the Landlord's Representative, which approval shall verify only that the drawings are complete and in compliance with the Tenant' agreement with the Landlord, and shall not relieve the Tenant of the obligation to conform to the requirements of the applicable Building Department(s), State and all other applicable codes.

c. Plans for the Tenant's work shall be delivered to the Landlord's Representative and reviewed as set forth in the Tenant Design Manual all as if set forth herein.

d. The Tenant shall reimburse the Landlord for plan review as set forth in the Schedule of Charges included in the Tenant Design Manual or in a separate Schedule of Charges to be prepared by the Landlord.

2. The Tenant shall not commence the Tenant's work until the Tenant has secured the Landlord's written approval of all contractors to be used in performing the Tenant's work and of the plans and specifications required to be submitted by the Tenant to the Landlord. The Tenant's work shall be coordinated with the work being done by the Landlord and/or other tenants of the Landlord in order that such work will not interfere with nor delay the completion of work by the Landlord and/or other tenants of the Landlord. The performance of the Tenant's work shall cause no interference whatsoever with the completion of the Landlord's work in the demised premises, nor in the remainder of the terminal.

3. The Tenant's work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof.

4. The Landlord shall have the right (but shall not be obligated) to perform by its own contractor or subcontractor, on behalf of and for the account of the Tenant, any of the Tenant's work which the Landlord determines, in the interest of expedition of work on the Terminal or Retail Area, should be performed. The Landlord contemplates that the work which the Landlord shall in any event require to be done by the Landlord's contractor or subcontractor will include, without limitation, work which affects any structural components of, or the general utility systems for, the building in which the demised premises are located. The Landlord shall notify the Tenant of work which will be required to be done by the Landlord's contractor or subcontractor before the Tenant commences performance of any substantial part of its work. The Tenant shall promptly, on demand, reimburse the Landlord for all costs of planning and performing such work when and as incurred by the Landlord and for any costs incurred by the Landlord in obtaining all permits in connection wherewith.

5. Compliance with Laws: All of the Tenant's work shall conform to applicable statutes, ordinances, regulations, codes and to requirements of the Landlord's insurance underwriters. The Landlord's approval of plans and specifications shall not constitute an acknowledgement that work done in accordance therewith will so conform, and the Tenant shall be solely responsible for corrections in the Tenant's work required by any governmental agency or insurance underwriters. The Tenant shall obtain and convey to the Landlord approvals from all agencies having jurisdiction over matters relative to electrical, gas (if available), water, heating and cooling, and telephone work, and shall secure its own building and occupancy permits. The Landlord reserves the right to require changes in the Tenant's work when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the demised premises.

6. Approvals: No approval by the Landlord shall be valid unless the same be in writing and signed on behalf of the Landlord.

7. Insurance: Prior to commencement of the Tenant's work and until the last to occur of (a) the completion of the Tenant's work, or (b) the Commencement Date, the Tenant shall maintain, or cause to be maintained, casualty insurance in builder's risk form, covering the Landlord, the Landlord's agents and beneficiaries, the Landlord's Architect, the Landlord's contractor or subcontractors, the Tenant and the Tenant's contractors as their interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" upon all the Tenant's work in place, and all materials, equipment, supplies, and temporary structures of all kinds incident to the Tenant's work and builders' machinery, tools and equipment, all while forming a part of, or contained in, such improvements or temporary structures while on the demised premises or when adjacent thereto while on malls, drives, sidewalks, streets or alleys, all in the full insurable value thereof at all times by reputable insurance companies licensed to do business in the State of New York. In addition, the Tenant agrees to require all contractors and subcontractors engaged in the performance of the Tenant's work to effect and maintain and deliver to the Tenant and the Landlord certificates evidencing the existence of, prior to the commencement of the Tenant's work and until the completion thereof, the following insurance coverages:

a. orker's Compensation Insurance – In accordance with the aws of the State of New York, including Employer's Liability Insurance, to the limit of $1,000,000 each accident.

b. Comprehensive General Liability Insurance in the same form as the Tenant is required to carry under the terms of the Sublease to which this schedule is attached, with minimum limits of liability of $1,000,000 each Occurrence; $2,000,000 General Aggregate Limit; $2,000,000 Products – Completed Operations Aggregate Limit; $1,000,000 Personal and Advertising Liability; $50,000 Fire Legal Liability; and $5,000 Medical Expenses Limit (each person); or in such greater reasonable amounts as the Landlord may hereafter from time to time advise the Tenant in writing. The Port Authority and the Landlord shall be named as additional insureds, and the policy will contain an endorsement whereby the insurer agrees not to raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. In addition, such contractors and subcontractors shall carry an Excess Liability policy in umbrella form with a minimum limit of liability of $5,000,000.

c. Business Automobile Liability, including "non-owned and hired" automobiles, with a combined single limit of $2,000,000.

Prior to the commencement of the Tenant's work, the Tenant shall deliver to the Landlord's Representative certificates of

all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such insurance shall provide, and certificates thereof shall state, that the same is non-cancellable and non-amendable without twenty (20) days' prior written notice to the Landlord.

8. In any contract or undertaking which the Tenant may make with a contractor for work in the demised premises, provision shall be made for dismissal from the job of workmen whose work is, in the Landlord's (and, for this purpose, "the Landlord" shall include a reference to the Landlord's Representative) reasonable judgement, unskilled or otherwise objectionable, and any such workmen shall be discharged, and the Tenant shall exonerate, indemnify and hold the Landlord (and th Landlord's Representative) harmless from any such loss, cost, damage or liability incurred by reason of compliance with any such demand.

The Tenant shall use, and the Tenant shall require its contractor and subcontractors to use, every legal effort to prevent work stoppages on the demised premises or elsewhere in the Terminal, to the extent attributable to work being performed on the demised premises, irrespective of the reason for any such stoppage, in recognition of the fact that it is of the utmost importance to the Landlord and all those occupying or to occupy space in the Terminal that there be no interruption in the progress of the work and to that end, in the event that the conduct or presence of any employee(s) of the Tenant or the Tenant's contractor(s) or subcontractor(s) causes a labor dispute or work stoppage, the Tenant expressly agrees to have such employee(s) immediately removed from the Terminal upon the Landlord's request, and the Tenant's failure to do so shall constitute a default under the lease. The tenant shall exonerate, indemnify and hold the Landlord (and the Landlord's Representative) harmless from any loss, cost, damage or liability incurred by reason of compliance with any such demand.

The Landlord's Contractor has included in his contract with all subcontractors the following Harmony Clause. The Tenant will be required to include this clause in all contracts with general and subcontractors so that there will be no interruption in the process of work.

Harmony Clause

" There shall be no manifestations on the project of any dispute between any labor organization and any Tenant contractor or subcontractor, including but not limited to, any area standards picketing against said contractor or subcontractor.

Should there be any manifestation of a labor dispute between any Tenant contractor or subcontractor and any union, which results in a stoppage of work on the part of said contractor or subcontractor's employees or the employees of any other employer or supplier on the project or at the Terminal, which in the sole judgement of the Landlord will cause, or is likely to cause, unreasonable delay in the progress of construction or operation of any business at the Terminal, then upon written notice from the Landlord, the Tenant shall have the obligation and the right to declare the contractor or subcontractor in

default of his contract, and upon such notice, the Tenant shall have the right to take such steps as are necessary to finish the uncompleted portion of the work to be performed by the contractor or subcontractor.

B. GENERAL CONSTRUCTION

The Tenant shall perform all work necessary to prepare the demised premises for opening for business and shall comply with the plan approval procedure outlined in the Tenant Design Manual which, by reference, is made part of this **Schedule B**. The finish work which the Tenant is to perform shall include, but not be limited to, the following:

1. CASEWORK

a. The Tenant shall construct all casework to form the premises.

b. The design of the casework shall be in harmony with the other stores of the Retail Area and shall conform to the standards of design and construction contained in the Tenant Design Manual. In any event, the storefront shall be subject to the prior approval of the Landlord's Representative.

c. All interior finish materials shall meet the flamespread requirements of all applicable codes, ordinances and regulations.

2. FLOOR SLABS

a. Any work performed by the Tenant relating to the existing finished floors for the premises, including, without limitation, carpeting, tile replacement, slab preparation, placement of concrete, any demolition, will be performed by the Tenant's contractor at the Tenant's expense, in accordance with the plans and specifications which shall have been approved by the Landlord's Representative prior to commencing any such work.

3. TRASH AND RUBBISH

a. The Tenant shall provide for an area for dry rubbish collection containers within the premises.

b. If the Tenant generates garbage, wet garbage containers shall be provided by the Tenant.

c. The Tenant and the Tenant's contractors shall be totally responsible during construction for their own trash removal.

4. FIRE EXTINGUISHERS

a. The Tenant shall furnish and install fire extinguishers as required by applicable authorities, including the Port Authority of New York and New Jersey and New York City Fire Departments and the Landlord's insurance carriers.

5. ELECTRICAL

a. The Tenant shall furnish and install a complete electrical system for power and lighting as required by applicable codes.

b. The Tenant shall make arrangements for the installation of Tenant's submeter and pay all costs and charges in connection therewith.

c. The Tenant shall furnish, install, support and connect all lighting fixtures, including lamps, lighting tracks, etc.

d. The Tenant shall furnish and install all lighting timers, contactors, controls, etc.

6. MATERIALS

a. No materials used in connection with the Tenant's work in or about the Terminal shall contain any asbestos or other hazardous or toxic materials (collectively, "hazardous materials"). If the transportation, storage, use or disposal of any hazardous materials anywhere on the Terminal associated in any way with the Tenant's work results in any (1) contamination of soil or surface or groundwater or (2) loss or damage to person(s) or property, then the Tenant agrees to respond in accordance with the following paragraph:

Tenant agrees (i) to notify the Landlord immediately of any contamination, loss or damage, (ii) after consultation and approval by the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of the lease to which this **Schedule "B"** is annexed. No consent or approval by the Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing.

Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous material.

Schedule C

Certificate of Vote

I, Richard Verasamy, Secretary of Travelex Currency Services Inc., hereby certify that the following is a true copy of a resolution of the board of directors of this corporation adopted at a meeting duly called and held on June/26/03, a quorum being present and acting throughout, and that such resolution has not been revoked, amended or modified and is in full force and effect:

> VOTED: That the President [or other officer] be and is hereby authorized, singly, to execute and deliver on behalf of this corporation a lease between MarketPlace LaGuardia Limited Partnership, as landlord, and this corporation, as tenant, and all related amendments, agreements, certificates, consents, instruments and documents, for approximately 140 rentable square feet of retail space located in the Central Terminal Building at LaGuardia Airport, New York City, New York, upon such terms and conditions as the signing officer shall determine to be necessary or appropriate. The signature of the President [or refer to other officer as applicable] thereon shall conclusively evidence its approval by this vote.

This is to certify further that as of the date hereof Anthony Horne is the President [or refer to other officer as applicable] of this corporation.

Secretary

Dated: December 04, 2003

[SEAL]

Schedule D

Nondiscrimination Requirements

1. Tenant shall not exclude any person from participation in, nor deny any person the benefits of, nor otherwise subject any person to discrimination in, the use by Tenant of the Premises or in the construction of any Improvements or the furnishing of any services at the Premises on the grounds of race, creed, color, national origin, sex, age, disability or marital status and Tenant shall use such space in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Tenant's operations at the Premises, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

Tenant's non-compliance with the provisions of this Schedule D shall constitute a material breach of this Sublease. In the event of any such breach of any of the above non-discrimination provisions, Landlord and the Port Authority each may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of seven (7) days after receipt of written notice from Landlord or the Port Authority, Landlord and the Port Authority each shall have the right to terminate this Sublease and the letting thereunder with the same force and effect as a termination under Section 16.2 of this Sublease, or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, each of Landlord and the Port Authority may take such action as the United States may direct. Tenant shall indemnify and hold harmless Landlord and the Port Authority from any claims and demands of third persons, including the United States of America, resulting from Tenant's noncompliance with any of the provisions of this **Schedule D** and Tenant shall reimburse Landlord and the Port Authority for any loss or expense incurred by reason of such noncompliance. Nothing contained in this **Schedule D** shall grant or shall be deemed to grant to Tenant the right to perform any construction at the Premises;

2. In addition to and without limiting any other term or provision of this Sublease, Tenant shall undertake an affirmative action program as required by 14 CFR part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant shall assure that no person is excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this paragraph. Tenant also shall require that its covered suborganizations provide written assurances to Tenant and the Port Authority that they similarly will undertake affirmative action programs and that they will require written assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect;

3. In addition to and without limiting any other term or provision of the Sublease:

(a) Tenant shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training;

(b) in addition to and without limiting the foregoing or **Schedule E** or section 2 of this **Schedule D**, Tenant shall, in connection with (i) its continuing operation, maintenance and repair of the Premises, or any portion thereof, including all purchasing procurement and subcontractors opportunities associated with the operations under this Sublease, including without limitation, the purchase of supplies, equipment, labor and other services, and (ii) every agreement for concession or consumer services in the Premises throughout the Term, commit itself to and use good faith efforts to implement an extensive program of affirmative action, including specific affirmative action steps to be taken by Tenant, to ensure, to the maximum extent feasible and consistent with cost competitiveness and other considerations properly present in the exercise of good business judgment (A) maximum opportunities for employment and contracting by minorities and women, (B) meaningful participation and (C) meaningful interest (in the business to be operated in any portion of the Premises) by Minority Business Enterprises

("MBEs") and Women-owned Business Enterprises ("WBEs") (such program is referred to herein as the "Tenant's Affirmative Action Program"). In meeting the said commitment Tenant shall submit to Landlord and Port Authority for its review and approval Tenant's Affirmative Action Program, within thirty (30) days after the execution of this Sublease. Tenant shall incorporate in Tenant's Affirmative Action Program such revisions and changes which Landlord and Port Authority initially or from time to time may reasonably require. Tenant throughout the term of the letting under this Sublease shall document its efforts in implementing Tenant's Affirmative Action Program, shall keep Landlord and Port Authority fully advised of Tenant's progress in implementing Tenant's Affirmative Action Program and shall supply to Landlord and Port Authority such information, data and documentation with respect thereto as Landlord and Port Authority may from time to time and at any time request, including but not limited to annual reports.

4. The following terms used in this **Schedule D** shall have the following meanings:

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

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

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

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

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

(ii) Actively and affirmatively soliciting bids for subcontractors from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. Tenant shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation as called for in Paragraph 3 including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

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

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

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

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

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

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

(f) "Meaningful interest" shall mean that at least twenty percent (20%) in the aggregate of all gross dollar sales and other receipts generated in each annual period of this Sublease from retail activities and other subordinate agreements hereunder by businesses which are approved by the Port Authority as the parties to such agreements and which are owned, controlled and actually managed and operated by Disadvantaged Business Enterprises.

(g) To qualify for certification as a DBE, a firm must be:

(i) a small business concern; and

(ii) owned and controlled by one or more socially and economically disadvantaged individuals; and

(iii) actually managed and operated by one or more of the socially and economically disadvantaged individuals who control it.

With respect to a corporation, "control" as used in this paragraph shall mean legal and beneficial ownership by one person, firm or corporation, or a group acting in concert, of a majority of the issued and outstanding shares of the capital stock and voting rights of another corporation. With respect to a person or firm other than a corporation, "control" as used in this paragraph shall mean the power to direct the management and policies of such person or firm, whether by legal or beneficial ownership or otherwise.

Determination of Business Size:

(1) The size standards established by the SBA in 13 CFR Part 121, as revised on May 25, 1988, are used for making size determinations.

(2) No retail firm is considered small if, including its affiliates, it averaged annual gross sales in excess of $30 million over the previous three years.

(3) All affiliates of a firm, as well as the firm itself, are considered when determining gross sales earned or number of persons employed. Affiliation exists if one firm controls or has the power to control the other, or a third party or parties controls or has the power to control both firms:

Socially and Economically Disadvantaged Individuals:

(1) Any person having a current 8(a) certification form from the Small Business Administration is considered to be socially and economically disadvantaged.

(2) The Port Authority makes a "rebuttable presumption" that individuals in the following groups who are citizens of the United States (or lawful permanent residents) are socially and economically disadvantaged:

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

(ii) Black: (a person having origins in any of the Black racial groups of Africa);

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

(iv) American Indian and Alaska Native: (a person having origins in any of the original peoples of North America); or

(v) Asian American: (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands).

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

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

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

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

5. With respect to Paragraph 3(b)(i) hereof,

(a) It is agreed that Tenant shall develop on-the-job training opportunities and/or participate in training programs including upgrading programs and apprenticeship and trainee programs relevant to its respective employment needs.

(b) Tenant shall employ and train all operations, maintenance and other personnel required for the performance of the applicable matter. In addition to the training of the initial personnel staff, Tenant shall train replacement personnel as needed to meet staffing requirements.

(c) Tenant shall also place in effect a testing program whereby personnel within a specific job classification are tested initially and periodically retested for proficiency within that job classification. With concurrence by Landlord, certain job classifications may be exempted from such testing or retesting.

(d) Tenant shall provide all instructors, literature, training aids, and equipment necessary to train personnel. Tenant shall provide sufficient classroom and on-the-job training for personnel to ensure their competence. The training shall provide at least three (3) months of on-the-job training for all personnel. Personnel will be required to pass the testing program appropriate to their positions prior to assuming those positions on a full time basis. Tenant shall administer such test and retrain personnel as needed.

(e) Tenant shall document its efforts in implementing the said program, shall keep Landlord and Port Authority fully advised of Tenant progress in implementing the said program and shall supply to Landlord

and Port Authority such information, data and documentation with respect thereto as Landlord and Port Authority may from time to time and at any time request. Such material shall include but is not limited to providing Landlord and Port Authority within a month following the commencement of the term of this Sublease, and whenever thereafter requested by the Port Authority, a list of skilled and unskilled positions and supervisory and management positions required to complete and sustain performance.

Tenant's non-compliance with the provisions of this Paragraph 5 shall constitute a material breach of this Sublease. In the event of the breach by Tenant of any of the above provisions of this Paragraph 5 each of Landlord and Port Authority may take any appropriate action to enforce compliance; or in the event such non-compliance shall continue for a period of seven (7) days after receipt of written notice from Landlord or the Port Authority, Landlord and the Port Authority each shall have the right to terminate this Sublease and the letting thereunder with the same force and effect as a termination under Section 16.2 of this Sublease, or may pursue such other remedies as may be provided by law.

In the implementation of Paragraphs 3 and 5, Landlord or Port Authority may consider compliance by Tenant with the provisions of any federal, state or local law concerning affirmative action-equal employment opportunity which are at least equal to the requirements of this Paragraphs 3 and 5 as effectuating the provisions of these Paragraphs 3 and 5. If Landlord or Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the provisions hereof duplicate or conflict with such law Landlord or Port Authority may waive the applicability of the provisions of this Paragraph 3 to the extent that such duplication or conflict exists.

Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents; and

6. Tenant shall furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at Terminal; furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and, without being construed in derogation of Section 8.5 of this Sublease, charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that Tenant may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers; and

7. Tenant acknowledges that:

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

(b) Without limiting the generality of this Paragraph 5, this Sublease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. Tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR part 23, subpart F.

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

8. Tenant shall require all contractors (and subcontractors thereof, at any tier of construction) to include in all contracts for construction relating to the Premises the following statements:

(a) The contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeships and on the job training;

(b) At the request of either the Port Authority or Landlord, the contractor shall request such employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with Landlord to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder;

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of the contract, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status;

(d) The contractor will include the provisions of subparagraphs (a) through (c) of this paragraph in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with the contract;

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

Schedule E

Contractor Bid Conditions

Part I. Affirmative Action Guidelines – Equal Employment Opportunity

I. As a matter of policy the Port Authority and Landlord hereby require Tenant and Tenant shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this **Schedule E** and in Section 31 of the Prime Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant as well as each bidder, contractor and subcontractor of Tenant and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the clause entitled "Equal Employment Opportunity" and conditions set forth herein (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

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

(a) The goals for minority and female participation, expressed in percentage terms, for the Contractors' workforce at the construction site are as follows:

30%	Minority, All Skilled Trades
40%	Minority, Laborers
6.9%	Female, All Skilled Trades
6.9%	Female Laborers

In the event that during the performance of such contract the Office of Federal Contract Compliance establishes different goals for the New York City area Tenant/Contractor shall be deemed bound to such different goals and this Section shall be deemed amended to substitute such goals for the goals set forth above. These goals are applicable to all Tenant's/Contractor's construction work performed in and for the Premises. The term "Contractor" hereinafter shall include Tenant should Tenant or an affiliate thereof be the contractor.

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

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

(c) As used in these specifications:

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

(2) "Minority" includes:

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

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

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

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

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

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

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

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

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

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

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the Premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the Premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

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

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

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

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

PART II. Minority Business Enterprises/Women-Owned Business Enterprises

As a matter of policy the Port Authority requires Tenant and Tenant shall itself and shall require the general contractor or other construction supervisor and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this **Schedule E**. For purposes hereof, Minority Business Enterprise (MBE) shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, Women-owned Business Enterprise (WBE) shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this **Schedule E**. "Meaningful participation" shall mean that at least twelve percent (12%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and that at least two percent (2%) of the total dollar value of the construction contracts (including subcontracts) are for the participation of Women-owned Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following.

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

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names

and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

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

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

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.

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

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Schedule F

Rules and Regulations for the Retail Area

TRASH REMOVAL/RECYCLING

The Tenant shall contract the services of the on-site carting company for all trash removal and pay all costs or fees for this service directly to the carting company.

The Tenant is always responsible for the removal of its own trash to the compactor. Whenever possible, trash should be removed from the premises before or after business hours to minimize any inconveniences to airport patrons.

Compactor Location

A trash chute is located in the service corridor behind the West Food Court service operators. Always place trash in the chute. If the compactor is full or fails to operate for any reason, notify the management office. Store the trash in your premises until the compactor is returned to service. Leaving trash on the floor of the service corridor is forbidden. Trash that is allowed to pile up in the service corridor generates foul odors and increases the chances of attracting rodents.

Recycling

A recycling program based on a New York City ordinance is in effect at the Airport. Tenants must separate cans, bottles, plastic, and cardboard from their typical garbage in the West End Food Court, recycling carts are located near the trash chute for the containment of these items. In the East End, recycling carts are located near the compactor located outside the Terminal.

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Trash may [illegible] outside your store or in back hallways, stairwells, or passageways for any reason.

Never use the trash receptacles in the common area for your garbage. Remember, you, not the custodians, are responsible for disposing of your own garbage.

Trash should be removed from the premises on a regular basis. It should not accumulate within your store. Allowing wet garbage to accumulate may create a pest problem, and the accumulation of dry garbage is a potential source of fire.

SIGNAGE

The Tenant's storefront signage must be continuously illuminated during business hours.

As a general rule, all signage must remain within the lease line and be professionally fabricated. No handwritten signs, banners or flags are permitted, and under no circumstances shall any sign be attached to the storefront or adjacent windows.

All permanent signage must be approved in writing by the Landlord.

HOUSEKEEPING ISSUES

Merchant Operations Inspection

Landlord will periodically conduct inspections of your store. Specific areas which are targeted include maintenance issues such as:

Trash removal/control

Overall cleanliness/condition of storefront and storefront windows

Overall cleanliness/condition of store interior

Presentation and condition of visual merchandising displays

Proper operation of lighting and/or menuboards

Identification of code violation

Extermination

Currently the Port Authority provides extermination services within the premises on a regular basis. If normal exterminating services are not sufficient in controlling pests or vermin, the Tenant should consult with the exterminating representative regarding other methods of treatment. In all cases, however, the Tenant has ultimate responsibilities for the proper maintenance of the premises and may be required to supplement the exterminating services.

Window Cleaning

Tenants are responsible for keeping the interior and exterior of storefront windows clean. Windows must be cleaned on a regular basis, and should be scheduled before or after business hours.

Inspection Requirements/Maintenance of Systems

Tenants are responsible for the routine inspection, maintenance and repair of any and all smoke detection devices, fire suppression and extinguishing systems by licensed companies. Copies of all reports should be forwarded to the MarketPlace Development Management Office.

All food service operators shall contract for the periodic removal of solids from their grease interceptors, and the necessary servicing of grease producing equipment including, but not limited to, fans, ducts, hoods, drip pans, etc.

Conveyance of Services

The Tenant, their employees or contractors may not perform any work in the common area during hours the Food Court is open without the prior consent of the Landlord.

The Tenant shall not permit its contractor to perform work of any nature unless the contractor has submitted a properly completed Certificate of Insurance to the Landlord. In the event that a Certificate of Insurance is not on file with the Landlord, the Landlord will request that the Tenant's Contractor stop all work immediately until proper evidence of such a Certificate is submitted.

Store Operations

The Tenant shall not permit their employees or agents to engage in promotions on behalf of the Tenant in the common area without the prior written consent of the Landlord.

Tenants shall not play loud music or generate other noise that, in the opinion of the Landlord, prohibits the right of others from the quiet and peaceful enjoyment of the common area.

Tenants shall allow the Landlord or its representative immediate access to the premises upon reasonable request.

Deliveries

All deliveries to the premises shall be made according to the attached delivery plan. Delivery vehicles may not be left unattended. Deliveries should be scheduled so they do not conflict with peak hours at the airport.

The Departures Level ramp and roadway is restricted in height to vehicles less than 11'6" and in weight to vehicles less than 30,000 GVW. All vehicles exceeding these requirements must make deliveries to the Arrivals Level of the Central Terminal Building and follow the route shown on the delivery plan.

Delivery staff should at all times respect the flow of passengers within the Terminal. Proper right of way should be given to passengers when entering an elevator or steering a cart through the common areas of the Terminal.

All delivery carts, utility carts and trash collection dumpsters must adhere to the following specifications:

4" revolving white rubber, non-marking corner bumpers on platforms or base of carts.

Full encircling rubber bumpers around lower platform base.

Handles, bag holders or other components of carts that can cause damage, are to be protected with 3" revolving, white rubber, non-marking bumpers.

The base of all carts shall be of tubular construction.

All carts shall be equipped with 8" x 1.75" Semi-Pneumatic ball bearing wheels.

Schedule G

Port Authority Consent to Sublease

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

CONSENT TO SUBLEASE

Consent Agreement No. AGA-
Port Authority Lease No. AGA-317
Facility - LaGuardia Airport

THIS CONSENT TO SUBLEASE AGREEMENT (hereinafter called the "Consent"), made _____ by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), and MARKETPLACE LAGUARDIA LIMITED PARTNERSHIP (hereinafter called the "Lessee") and _____, a _____ corporation (hereinafter called the "Sublessee") with an office and place of business at _____, whose representative is _____.

WITNESSETH, That:

WHEREAS, by an agreement of lease dated September 19, 1994, bearing Port Authority Lease No. AGA-317 (said agreement of lease, as heretofore and hereafter supplemented and amended being hereinafter called the "Lease"), the Port Authority leased to MarketPlace LaGuardia Limited Partnership certain areas in the Central Terminal Building (hereinafter called the "Terminal") including those in its passenger concourses, its Center Section and its East and West Wings (hereinafter collectively referred to as the "premises") at LaGuardia Airport (hereinafter called the "Airport") to be used by such parties as may be approved by the Port Authority as provided therein; and

WHEREAS, the Lessee and the Sublessee have requested the consent of the Port Authority to a proposed sublease agreement between the Lessee and the Sublessee, dated _____, pursuant to which the Lessee has made available to the Sublessee ____ spaces in the premises (sometimes hereinafter collectively called the "Space") upon which the Sublessee shall operate a store, and maintain storage space, to provide for the sale at retail of the goods/services set forth therein, a copy of which agreement is attached hereto, hereby made a part hereof and hereinafter called the "Sublease Agreement";

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

WHEREAS, the Sublessee and the Lessee have requested the consent of the Port Authority to the Sublease Agreement;

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

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

2. Notwithstanding any provision of the Sublease Agreement to the contrary, including but not limited to Sections 1.1 and 3.2 thereof, this Consent and the Sublease Agreement shall terminate, without notice to the Lessee or the Sublessee, on the day preceding the date of expiration or earlier termination of the Lease, or on such earlier date as the Lessee and the Sublessee may agree upon (in those circumstances where the Lease does not require the consent of the Port Authority to such earlier termination); provided, however, that the Sublease Agreement shall not terminate in the event of the termination of the Lease prior to the expiration of the term of the Sublease Agreement if the Port Authority shall notify the Sublessee and the Lessee at or prior to such effective date of termination of the Lease that the Port Authority shall and does assume the rights and obligations of the Lessee thereunder from the date of such notice and upon such notice the Sublessee shall be deemed to have fully attorned to the Port Authority, all as more specifically set forth in the Lease. In the event of such termination, the Sublessee shall cease its activities and operations at the Terminal, quit the Space and remove its property and property for which it is responsible therefrom on or before the effective date of termination of the Sublease Agreement.

3. If the Lessee shall at any time be in default of any of its monetary obligations under the Lease, and for so long as the Port Authority deems such default to be continuing or uncured, 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. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee as the Port Authority may determine for each payment or part thereof.

4. (a) The Sublessee, in its operations under or in connection with the Sublease Agreement, agrees to assume, observe, be bound by and comply with all the terms, provisions, covenants and conditions of the Lease applicable thereto as if it were the Lessee under the Lease.

(b) All acts and omissions of the Sublessee (including but not limited to those on or with respect to non-exclusive areas, if any) shall be deemed to be acts and omissions of the Lessee under the Lease and, as between the Lessee and the Port Authority, the Lessee shall also be severally responsible for said acts and omissions, including, but not limited to, the obligations of indemnification and repair. Accordingly, pursuant to the foregoing sentence, those acts or omissions of the Sublessee which, if undertaken by the Lessee, would constitute a default or breach under the Lease are subject to the application of Lease provisions which are relevant to default and breach by the Lessee, including but not limited to those provisions which may provide Lessee with a grace period to cure a default and which may provide the Lessee an opportunity to perform where fulfillment of its obligation requires activity over a period of time.

5. (a) Without in any way affecting the obligations of the Lessee under the Lease and under this Consent, and the obligations of the Sublessee with regard to the indemnification provisions of the Lease, the Sublessee agrees to 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 attorneys' fees and other legal expenses, including the costs of its "in-house" legal staff as such costs are determined by the Port Authority, incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death and personal injuries or for property damages arising out of the interest of the Sublessee under the Sublease Agreement, any default of the Sublessee in the performance or observance of any term or provision hereof or out of the use, operation, control, or occupancy of the Space by the Sublessee or by others with its consent or out of any of the acts or omissions of the Sublessee, its officers, employees, contractors, agents, representatives, guests, invitees and business visitors on said Space or out of any of the acts or omissions of the Sublessee, its officers, agents, representatives and employees elsewhere at the Airport, including claims and demands of the City of New York from which the Port Authority derives its rights in the Airport, for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Sublessee shall at its own expense defend any suits based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, and it shall cause its insurers to agree not to, 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.

(c) Notwithstanding anything to the contrary stated herein, including but not limited to the provisions of paragraph 6 herein, in any instance where the Sublessee's obligation to indemnify and hold harmless the Port Authority under this Consent is inconsistent, in conflict with or otherwise different from any obligation to indemnify the Port Authority under any provision of the Lease (to which the Sublease Agreement is subordinate and subject) which requires the Lessee to cause its subtenants to indemnify the Port Authority, then the controlling provisions shall be those which provide the broadest and most comprehensive indemnification of the Port Authority.

6. (a) Neither this Consent 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 Lessee under the Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Sublessee as may be provided under the Sublease Agreement if not granted to the Lessee under the Lease, unless specifically set forth in this Consent, nor shall this Consent or anything contained herein impair or affect any of the duties, liabilities, or obligations imposed on the Lessee under the Lease.

(b) The Sublease Agreement is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Lessee, or the Sublessee that, except as expressly provided for in paragraph 2 herein under the circumstances therein described and then only to the extent therein provided, the provisions of the Sublease Agreement shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative.

(c) In the event of differences and inconsistencies between the terms of the Sublease Agreement and the terms of the Lease, the terms of the Lease shall control, it being the intention of the Lessee and the Port Authority merely to permit the conduct of retail operations by the Sublessee to the extent permitted by the Lease, the Sublease Agreement and this Consent and not to enlarge or otherwise change the rights granted by the Lease. All of the terms, provisions, covenants and conditions of the Lease shall be and remain in full force and effect. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease Agreement, this Consent shall be controlling. The specific mention of or reference to the Lessee or the Port Authority in any part of the Sublease Agreement including, without limitation thereto, any mention of any consent or approval of either the Port Authority or the Lessee now or hereafter to be obtained, shall not be or be deemed to create an inference that either the Port Authority or the Lessee has granted its consent or approval thereto or shall hereafter grant its consent or approval thereto, or that the discretion of either the Port Authority or the Lessee as to any such consent or approval shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease Agreement to the Port Authority's or the Lessee's approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall, in all respects, be controlling, effective and determinative.

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

(e) It is hereby acknowledged and agreed by the Lessee and the Sublessee that, except as expressly provided in Section 1(e) of the Lease, the Port Authority has no obligation under the Lease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's unamortized capital investment in the Space or at the premises. Any specific mention of or reference in the Sublease Agreement to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease Agreement or the Lease or upon revocation of this Consent with or without cause, of any amount of the Sublessee's unamortized capital investment in the Space or at the premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Lessee to pay, subsidize or finance said unamortized capital investment, except in the event of a termination under Section 1(e) of the Lease, in which event the Port Authority's responsibility with respect to the Sublessee shall be strictly limited to the obligation expressly set forth in such Section 1(e).

(f) Notwithstanding anything to the contrary stated in the Sublease Agreement, certain modifications to the Sublease shall be deemed to have been made thereto, as follows, all of which shall supercede any provisions in the Sublease Agreement which are inconsistent or conflict with such modifications:

(i) in the last paragraph of Section 5.6 of the Sublease Agreement, the Port Authority shall not be bound by any confidentiality obligation undertaken by the Lessee under the Sublease Agreement, it being understood that the Port Authority has the right to apply whatever freedom of information policy is relevant under the circumstances.

(ii) in the event the Sublease is assigned to and assumed by the Port Authority for any reason whatsoever, wherever the Sublease requires or implies that the Lessee shall provide the Sublessee with written notice of a monetary default and breach and/or a grace period for payment obligations, the same shall not bind, apply to or be enforceable against the Port Authority. Accordingly, the Port Authority shall not be obligated to provide written notice to the Sublessee of a monetary default or breach, nor shall the Subtenant be entitled to grace periods with respect to its payment obligations. The foregoing shall be deemed to constitute a modification to, among other things, Section 5.7 and Article 14 of the Sublease Agreement.

(iii) in the event the Sublease Agreement is assigned to and assumed by the Port Authority for whatever reason whatsoever, whenever the Sublease requires the Lessee to be reasonable, to not unreasonably withhold, delay or condition its consent or approval, to use its reasonable efforts, to use best efforts, to provide reasonable notice of inspections, or the like, the same shall not bind, apply to or be enforceable against the Port Authority which, it is understood, shall be obligated in such instances only not to act arbitrarily and capriciously.

7. No changes or amendments to the Sublease Agreement nor any renewals or extensions thereof shall be binding or effective upon either the Port Authority or the Lessee unless the same have been approved in advance by the Port Authority and the Lessee in writing. The Port Authority may at any time and from time to time by notice to the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto.

8. Anything contained in the Sublease Agreement or this Consent to the contrary notwithstanding, nothing in the Sublease Agreement or this Consent shall be deemed to imply that the Sublessee has the right to make any alteration, demolition, installation, addition or improvement to the premises or the Space, structural or non-structural, exterior or interior, including without limitation the installation of any signs at the Airport, except pursuant to the express written approval of the Port Authority and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority as more specifically provided in the Lease.

9. The Port Authority shall have the right to separately revoke this Consent at any time by the Port Authority without cause, on thirty (30) days' notice to the Lessee and Sublessee, as to any one or more of the spaces at the Terminal at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Lease or the continuance thereof, but the Sublease Agreement as it applies to the space or spaces which are the subject of revocation shall be terminated thereby.

10. (a) Neither any assignment by the Lessee to the Port Authority of its interest under the Sublease Agreement, nor the application or payment of security deposits to or for the benefit of the Port Authority, nor any direction to the Sublessee to pay rent or other amounts to the Port Authority, nor the payment thereof to and acceptance thereof by the Port Authority shall constitute or denote an assumption by the Port Authority of any of the obligations of the Lessee under the Sublease Agreement.

(b) Without limiting the generality and notwithstanding the provisions of paragraph 6(b) herein, the Sublessee and the Lessee further acknowledge and expressly agree that the Port Authority shall have the right to enforce the Sublease Agreement directly against the Sublessee, including but not limited to all insurance provisions thereof.

11. The Lessee and the Sublessee acknowledge and agree that, except as may be specifically and expressly set forth in the Lease and subject to the terms and conditions of the Lease, the Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with the Sublease Agreement or the use and occupancy of the Space thereunder, including without limitation any obligation to provide or install or cause to be provided or installed any meters or submeters. Without limiting the generality of the foregoing, whenever the Port Authority undertakes pursuant to the Lease to sell, furnish and supply directly to the Sublessee a particular service or utility (e.g., Section 41 of the Lease), the Sublessee shall take the same from the Port Authority and make payment directly to the Port Authority, as required by the Lease, including but not limited to the payment as directed by the Port Authority of any charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the Space or the operations therein) which any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases.

12. (a) In addition to the insurance required to be maintained by the Lessee under the Lease, the Sublessee during the period the Sublease Agreement shall remain in effect shall in its own name as insured and including the Port Authority and the Lessee as additional insureds obtain, maintain and pay the premiums on a policy or policies of comprehensive general liability insurance, covering bodily injury, including death, products liability and property damage liability, none of the foregoing to contain care, custody or control exclusions, the foregoing to provide for coverage in the limits set forth below. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protection afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority or Lessee, or both, but such endorsement shall not limit, vary, change or affect the protection afforded the Port Authority and Lessee as additional insureds. In addition, the insurance required hereunder shall provide or contain an endorsement providing that the protection afforded the Port Authority or Lessee, or both, thereunder as additional insureds with respect to any claim or action against the Port Authority or Lessee, or both, by the Sublessee shall be the same as the protection afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person as if the Port Authority and Lessee were the named insureds thereunder. Further, the said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under subparagraphs (a) and (b) hereof.

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

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

All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period the Sublease Agreement remains in effect. The Port Authority at any such time may make additions, deletions, amendments to or modifications of the above-scheduled insurance requirements, including an increase in

such minimum limits, and may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem advisable and the Sublessee shall promptly comply therewith.

(b) As to the insurance required by the provisions of this paragraph, a certified copy of the policies or a certificate or certificates or binders satisfactory to the Port Authority evidencing the existence thereof, shall be delivered by Lessee to the Port Authority within fifteen (15) days after delivery of this Consent to the Port Authority. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event a 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, unqualifiedly committing the insurer not to cancel, terminate, change or modify the policy without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier 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. Any renewal policy shall be 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 Sublease Agreement. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement thereof. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. The granting of this Consent by the Port Authority shall not be or be deemed to operate as a waiver of the rights of the Port Authority or as a consent as to any subsequent use, occupancy or sublease (by the Lessee or by the Sublessee) of the Space or any other portion or area of the premises under the Lease, or to any assignment of the Lease or the Sublease Agreement or of any rights under either of them, whether in whole or in part.

14. Reference herein to the "Sublessee" shall mean and include the Sublessee, its officers, agents, employees and also others on the Airport with the consent of the Sublessee.

15. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term provision of this Consent or because of its execution or because of any breach or alleged or attempted breach thereof or otherwise.

16. The Sublease Agreement shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

_____
Secretary

By _____

(Title)_____

ATTEST:

MARKETPLACE LAGUARDIA LIMITED PARTNERSHIP

By:Marketplace LaGuardia, Inc., General Partner

_____

Secretary

By _____

(Title)_____ President
(Corporate Seal)

ATTEST:

_____

_____
Secretary

By _____

(Title)_____ President
(Corporate Seal)

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

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

On the day of in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

FIRST AMENDMENT TO RETAIL SUBLEASE

April This instrument is the First Amendment (the "First Amendment") to a Retail Sublease dated ~~December~~ 27, 2003, as affected by that certain Notice of Partial Termination and Demand for Possession dated July 29, 2004 (as so affected, the "Sublease") between **MarketPlace LaGuardia Limited Partnership** ("Landlord") and **Travelex Currency Services, Inc.** ("Tenant") for certain premises at the Central Terminal Building at LaGuardia Airport, New York City, New York containing approximately 190 square feet in the aggregate. Terms capitalized but not defined herein shall have the meanings given in the Sublease.

The parties have agreed to extend the term of the Sublease and to make certain other modifications to the Sublease, as hereinafter provided.

Accordingly, in consideration of the mutual undertakings of the parties under this First Amendment and the Sublease, the parties hereby agree as follows:

1. Basic Data. Premises. Section 1.1 of the Sublease is hereby amended, such that the definition of Premises is hereby deleted in its entirety and is amended to read as follows:

Premises:	A portion of the Retail Area to be designated by Landlord containing approximately one hundred forty (140) square feet, plus two additional locations to be designated by Landlord (referred to herein as the "ATM Locations"), one containing approximately twenty-five (25) square feet and located in Concourse A, and one containing approximately twenty-five (25) square feet and located in Concourse D (collectively, the "Premises").

Schedule A attached to the Sublease is hereby deleted in its entirety.

2. Basic Data. Term. The Term of the Sublease is hereby extended for a period ending on June 30, 2013.

3. Basic Data. Fixed Minimum Rent. Effective as of February 1, 2008, Fixed Minimum Rent shall be $20,000.00 per year, payable in equal monthly installments of $1,666.67 in advance, on the first day of each full calendar month during the Term.

4. Basic Data. Foreign Currency Exchange Percentage Rental Rate. Effective as of February 1, 2008, Section 1.1 of the Sublease is hereby amended, such that the definition of Foreign Currency Exchange Percentage Rental Rate is hereby deleted in its entirety and is replaced with the following:

Foreign Currency Exchange First Percentage Rental Rate:

Foreign Currency Exchange First Percentage Rent Breakpoint: Ex. 2.a.

Foreign Currency Exchange Second Percentage Rental Rate:

Foreign Currency Exchange Second Percentage Rent Breakpoint:

Ex. 2.a.

Foreign Currency Exchange Third Percentage Rental Rate:

Foreign Currency Exchange Third Percentage Rent Breakpoint:

5. Percentage Rental. Effective as of February 1, 2008, the first paragraph of Section 5.3 shall be deemed deleted in its entirety and replaced with the following:

During the Term, Tenant shall pay Percentage Rental in accordance with the terms of this Section 5.3. Percentage Rental shall be due and payable on a monthly basis on or before the tenth (10th) day following the end of each calendar month during the Term. Each monthly payment of Percentage Rental shall be equal to (a) the sum of (i) the Foreign Currency Exchange Percentage Rental (as hereinafter defined); *plus* (ii) the Travel Insurance Percentage Rental Rate multiplied by the Travel Insurance Gross Sales; *plus* (iii) the Other Services Percentage Rental Rate multiplied by the Other Services Gross Sales; *less* (b) er month.

"Foreign Currency Exchange Percentage Rental" means each monthly payment equal to (a) the sum of (i) the Foreign Currency Exchange First Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date Foreign Currency Exchange Gross Sales during such Lease Year exceed the Foreign Currency Exchange First Percentage Rent Breakpoint but do not exceed the Foreign Currency Exchange Second Percentage Rent Breakpoint; *plus* (ii) the Foreign Currency Exchange Second Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date Foreign Currency Exchange Gross Sales during such Lease Year exceed the Foreign Currency Exchange Second Percentage Rent Breakpoint but do not exceed the Foreign Currency Exchange Third Percentage Rent Breakpoint; *plus* (iii) the Foreign Currency Exchange Third Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date Foreign Currency Exchange Gross Sales during such Lease Year exceed the Foreign Currency Exchange Third Percentage Rent Breakpoint; *less* (b) the sum of the Foreign Currency Exchange Percentage Rental payments made previously by Tenant with respect to such Lease Year.

6. Notice Address. Notwithstanding anything to the contrary in the Sublease, the notice address for Landlord's Counsel is as follows:

DLA Piper LLP (US)
33 Arch Street, 26th floor
Boston, MA 02110
Attn: Anita S. Agajanian

7. Ratification of Sublease. As modified and extended hereby, the Sublease is ratified and confirmed and shall remain in full force and effect. This First Amendment shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns. This First Amendment shall not take effect without the prior written consent of the Port Authority, except Tenant agrees that during any period prior to receipt of such consent it will perform all of its obligations hereunder as fully as if such First Amendment was in effect during such period.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed, under seal, dated as of February 1, 2008.

LANDLORD: **MarketPlace LaGuardia Limited Partnership**

By: MarketPlace LaGuardia, Inc., its general partner

By: _____

Name Paul O. McGinn

Its President

Hereunto duly authorized

TENANT: **Travelex Currency Services, Inc.**

By: _____

Name Jon Adato

Its EVP

Hereunto duly authorized

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

SUPPLEMENTAL AGREEMENT TO CONSENT TO SUBLEASE AGREEMENT

Port Authority Consent Agreement No. AGA-325
Supplement No. 2
Lease No. AGA-126, dated as of June 2, 1989
Facility - LaGuardia Airport

THIS SUPPLEMENTAL AGREEMENT, made as of November 1, 2009 by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), US AIRWAYS, INC. (formerly known as US AIR, INC. and hereinafter called the "Lessee") and TRAVELEX CURRENCY SERVICES INC. (formerly known as Tele-Trip Company, Inc. and hereinafter called the "Sublessee"),

WITNESSETH, That:

WHEREAS, the Lessee is the assignee of an agreement of lease entered into by the Port Authority and Eastern Air Lines, Inc. identified above by Port Authority Lease Number and by date and covering premises at the above-mentioned Port Authority Facility (which agreement of lease, as the same has been supplemented and amended, is hereinafter called the "Lease"); and

WHEREAS, the Lessee heretofore entered into an agreement with the Sublessee, dated as of March 11, 1993, pursuant to which agreement the Lessee subleased certain space covered by the Lease to the Sublessee (hereinafter called the "Sublease Agreement"), which agreement was consented to by the Port Authority in a Consent Agreement, dated as of June 1, 1993, among the Port Authority, the Lessee and the Sublessee (said Consent Agreement, as the same may have been heretofore amended and supplemented, (which heretofore was not assigned a Port Authority agreement number, and is presently numbered Port Authority Agreement No. AGA-325) being hereinafter called the "Consent Agreement"); and

WHEREAS, the Lessee and the Sublessee extended the term and amended the Sublease Agreement as set forth in an Extension Agreement to Sublease Agreement, dated as of June 1, 2000, between the Lessee and the Sublessee, which was consented to by the Port Authority in a supplemental agreement dated as of September 20, 2000; and

WHEREAS, the Lessee and the Sublessee desire to further extend the term and to further amend the Sublease Agreement as set forth in a Second Extension Agreement to Sublease Agreement, dated as of November 1, 2009, between the Lessee and the Sublessee, hereinafter called

"Second Extension Agreement" (a copy of which is attached hereto), subject to the consent of the Port Authority and the execution of this Supplemental Agreement to Consent to Sublease Agreement.

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of November 1, 2009, as follows:

1. On the terms and conditions hereinafter set forth the Port Authority consents to the Second Extension Agreement.

2. Notwithstanding any term or provision of the Sublease Agreement or the Second Extension Agreement to the contrary, this Supplemental Agreement and the Sublease Agreement shall be deemed revoked, without notice to the Sublessee, on the day preceding the date of expiration or earlier termination of the Lease or on such earlier date as the Lessee and the Sublessee may agree upon. It is hereby understood and agreed that the Lessee shall not have a sole option to extend the Sublease Agreement and that any extension of the Sublease Agreement shall only be effective upon obtaining the consent of the Port Authority. Any such option as may be contemplated by the second sentence of paragraph 2 of the Second Extension Agreement shall be of no force and effect.

3. It is hereby understood and agreed that all of the terms and provisions of the Consent Agreement shall apply to this Supplemental Agreement and the Second Extension Agreement with the same force and effect as though each and every such term and provision were set forth herein in full.

4. This Supplemental 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 provisions of Schedule G, attached hereto and hereto made a part hereof.

5. No Commissioner, director, officer, agent or employee of either party shall be charged personally by the other party with any liability, or held liable to the other party, under any term or provision of this Supplemental Agreement, or because of the party's execution or attempted execution, or because of any breach thereof.

6. This Supplemental Agreement, together with the Consent Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority, the Lessee and the Sublessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of each of the Port Authority, the Lessee and the

Sublessee. The Lessee and the Sublessee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Consent Agreement or this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents as of the date first above written.

ATTEST:

Deputy Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
LYSA C. SCULLY

(Title) ASST. DIRECTOR, CCAS

ATTEST:

Caroline B. Ray
Secretary

US AIRWAYS, INC.

By _____

Name Michael J. Minerva

(Title) Vice President-Corporate Real Estate

(Corporate Seal)

ATTEST:

Asst. Secretary

TRAVELEX CURRENCY SERVICES, INC.

By _____

Name JON DAMU

(Title) President

(Corporate Seal)

APPROVED
FORM TERMS
By

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

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

Initialed:

For the Port Authority

For the Lessee

For the Sublessee

Second Extension Amendment

THIS SECOND EXTENSION AMENDMENT ("Amendment"), is made and entered into November 1, 2009, (the "Amendment Effective Date") by and between US AIRWAYS, INC., (formerly "US Air, Inc.") a Delaware corporation, with its principal place of business at 111 West Rio Salado Parkway, Tempe, Arizona 85281 (hereinafter referred to as "Sublessor"), and Travelex Currency Services Inc (successor in interest to Tele-Trip Company), a Delaware corporation, with its principal place of business at 29 Broadway, New York, New York 10006 ("Sublessee").

WITNESSETH:

WHEREAS, by a certain Agreement dated March 11, 1993, as modified by Sublease Amendment No. 1 dated January 1, 1997, and an Extension Agreement dated June 1, 2000, by and between Sublessor and Sublessee, the Sublessee subleased space at the East End and Shuttle Terminals at LaGuardia Airport from Sublessor; and

WHEREAS, the parties now wish to extend and modify the Sublease; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, the parties agree to the following:

1. Except as otherwise defined in this Amendment, all capitalized terms shall have the meaning ascribed to them in the Sublease.

2. The second sentence of the first paragraph of Section 1.6.1 shall be deleted and replaced with "The term shall expire on December 31, 2010 unless sooner terminated as provided herein. Sublessor at its sole option may extend the term of this agreement by two (2) successive one-year periods, which option shall be exercised by Sublessor no later than thirty (30) days prior to the expiration of the then existing term."

3. Section 2.1 is deleted in its entirety and the following substituted in lieu thereof:

   2.1 The Concession Privilege. The Sublessor grants to the Sublessee the right to provide automated banking services in the East End and Shuttle Terminals and to install and operate up to four (4) Automated Teller Machines ("ATMs") at locations to be mutually agreed by Sublessor and Sublessee. As of the Amendment Effective Date, the Sublessee may impose a surcharge on ATM users of no more than $2.50 per transaction, which surcharge may be changed upon written consent of Sublessor. Sublessee covenants and agrees that it shall not provide any services or sell any products except as provided herein.

4. Sections 1.8.1 and 1.8.2 are deleted in their entirety and the following substituted in lieu thereof:

1.8.1 Annual Base Rental. Beginning on the Amendment Effective Date, the Sublessee shall pay to the Sublessor monthly, in advance, rentals in an amount equal to 1/12th of the Sublessee's Annual Base Rental of 2.a. per Automated Teller Machine ("ATM") then installed and operated by Sublessee in the East End and Shuttle Terminals, of which is payable to the Sublessor and is payable to The Port Authority of New York and New Jersey ("PANYNJ").

1.8.2 Percentage Rental. In addition to the Minimum Annual Rental, the Sublessee shall pay to Sublessor a Percentage Rental in an amount equal to 2.a. of the sum of all transaction surcharges imposed on ATM users by Sublessee in any given month, of which is payable to the Sublessor and is payable to PANYNJ. The Percentage Rental shall be calculated and payable on or before the fifteenth (15th) day of each month of this Sublease (beginning with the second calendar month following the Amendment Effective Date) based on all surchargable transactions during the prior month.

5. As of the Amendment Effective Date, Exhibits 1.2 and 2.1 are deleted in their entirety.

6. All other provisions of the Sublease, as amended, remain in effect and are incorporated herein as if copied *in extenso*.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Amendment Effective Date.

SUBLESSEE:

Travelex Currency Services Inc.
(Successor in Interest to Tele-Trip Company, Inc.)

d/b/a Travelex

By: _____
Name: JON DACIO
Title: EVP

SUBLESSOR:

US Airways, Inc.

By: _____
Name: MICHAEL J. MINERVA
Title: VP CRE

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

For the Port Authority

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

On the 25th day of February in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Lysa Scully, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(~~s~~) whose name(~~s~~) is (~~are~~) subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument, the individual(~~s~~), or the person upon behalf of which the individual(~~s~~) acted, executed the instrument.

MICHAEL F. SCHMIDT
Notary Public, State of New York
No. 01SC6118149
Qualified in New York County
Commission Expires November 1, 2012

(notarial seal and stamp)

For US Airways, Inc.

Commonwealth ~~STATE~~ OF Virginia)
) ss.
COUNTY OF Arlington)

On the 3rd day of February in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael J. Minerva, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Christine Rebecca Jensen Aylor
Christine Rebecca Jensen Aylor
(notarial seal and stamp)
Notary Public

CHRISTINE REBECCA JENSEN AYLOR
NOTARY PUBLIC
REG # 103481
MY COMMISSION EXPIRES 10/31/2013
COMMONWEALTH OF VIRGINIA

For Travelex Currency Services, Inc.

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

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

Tara Kathyn Martin
TARA KATHYRN MARTIN
(notarial seal and stamp)
NOTARY PUBLIC.

TARA K MARTIN
STATE OF NEW YORK, NOTARY PUBLIC
QUALIFIED IN NEW YORK COUNTY
LIC. #02MA6206429
COMMISSION EXPIRES MAY 18, 2013

Second Extension Amendment

THIS SECOND EXTENSION AMENDMENT ("Amendment"), is made and entered into November 1, 2009, (the "Amendment Effective Date") by and between US AIRWAYS, INC., (formerly "US Air, Inc.") a Delaware corporation, with its principal place of business at 111 West Rio Salado Parkway, Tempe, Arizona 85281 (hereinafter referred to as "Sublessor"), and Travelex Currency Services Inc (successor in interest to Tele-Trip Company), a Delaware corporation, with its principal place of business at 29 Broadway, New York, New York 10006 ("Sublessee").

WITNESSETH:

WHEREAS, by a certain Agreement dated March 11, 1993, as modified by Sublease Amendment No. 1 dated January 1, 1997, and an Extension Agreement dated June 1, 2000, by and between Sublessor and Sublessee, the Sublessee subleased space at the East End and Shuttle Terminals at LaGuardia Airport from Sublessor; and

WHEREAS, the parties now wish to extend and modify the Sublease; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, the parties agree to the following:

1. Except as otherwise defined in this Amendment, all capitalized terms shall have the meaning ascribed to them in the Sublease.

2. The second sentence of the first paragraph of Section 1.6.1 shall be deleted and replaced with "The term shall expire on December 31, 2010 unless sooner terminated as provided herein. Sublessor at its sole option may extend the term of this agreement by two (2) successive one-year periods, which option shall be exercised by Sublessor no later than thirty (30) days prior to the expiration of the then existing term."

3. Section 2.1 is deleted in its entirety and the following substituted in lieu thereof:

   2.1 The Concession Privilege. The Sublessor grants to the Sublessee the right to provide automated banking services in the East End and Shuttle Terminals and to install and operate up to four (4) Automated Teller Machines ("ATMs") at locations to be mutually agreed by Sublessor and Sublessee. As of the Amendment Effective Date, the Sublessee may impose a surcharge on ATM users of no more than $2.50 per transaction, which surcharge may be changed upon written consent of Sublessor. Sublessee covenants and agrees that it shall not provide any services or sell any products except as provided herein.

4. Sections 1.8.1 and 1.8.2 are deleted in their entirety and the following substituted in lieu thereof:

1.8.1 Annual Base Rental. Beginning on the Amendment Effective Date, the Sublessee shall pay to the Sublessor monthly, in advance, rentals in an amount equal to 1/12th of the Sublessee's Annual Base Rental of 2.a. per Automated Teller Machine ("ATM") then installed and operated by Sublessee in the East End and Shuttle Terminals, of which is payable to the Sublessor and is payable to The Port Authority of New York and New Jersey ("PANYNJ").

1.8.2 Percentage Rental. In addition to the Minimum Annual Rental, the Sublessee shall pay to Sublessor a Percentage Rental in an amount equal to 2.a. of the sum of all transaction surcharges imposed on ATM users by Sublessee in any given month, of which is payable to the Sublessor and is payable to PANYNJ. The Percentage Rental shall be calculated and payable on or before the fifteenth (15th) day of each month of this Sublease (beginning with the second calendar month following the Amendment Effective Date) based on all surchargable transactions during the prior month.

5. As of the Amendment Effective Date, Exhibits 1.2 and 2.1 are deleted in their entirety.

6. All other provisions of the Sublease, as amended, remain in effect and are incorporated herein as if copied *in extenso*.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Amendment Effective Date.

SUBLESSEE:

Travelex Currency Services Inc.
(Successor in Interest to Tele-Trip Company, Inc.)

d/b/a Travelex

By: _____
Name: JON DARIO
Title: EVP

SUBLESSOR:

US Airways, Inc.

By: _____
Name: MICHAEL J. MINERVA
Title: VP CRE

: For Port Authority Use Only :
:
:Permit Number: AGA-882 :

LAGUARDIA AIRPORT
AUTOMATED TELLER MACHINE PERMIT

The Port Authority of New York and New Jersey (the "Port Authority") hereby grants to the Permittee named below the described non-exclusive privilege at LaGuardia Airport, in the Borough of Queens, County of Queens, City and State of New York, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **PERMITTEE:** TRAVELEX CURRENCY SERVICES, INC., a corporation formed under the laws of the State of Delaware

2. **PERMITTEE'S ADDRESS:** 29 Broadway New York, NY 10006

3. **PERMITTEE'S REPRESENTATIVE:** Susan Druckman

4. **PRIVILEGE:** To provide such services as are described in Special Endorsement No. 1 hereof (the "Authorized Service"), and for no other purpose or purposes whatsoever.

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

6. **FEES:** As set forth in Special Endorsement Nos. 2 and 3 hereof

7. **EFFECTIVE DATE:** April 1, 2004

8. **EXPIRATION DATE:** December 31, 2012 unless sooner revoked or terminated as provided herein.

9. **REQUIRED SECURITY DEPOSIT:** None

10. **INSURANCE REQUIREMENTS:** $2,000,000.00 minimum limit Commercial General Liability
$2,000.000.00 minimum limit Commercial Automobile Liability

11. **ENDORSEMENTS:** Standard Endorsements 2.8 and 4.1, Specials, Insurance Schedule, and Schedule G

Dated: As of April 1, 2004
Approved and consented to
as of April 1, 2004:
DELTA AIR LINES, INC.

By: [signature]

Name John W. Boatright

(Title) Vice President

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

MG/mmw

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [signature]

Name Lysa C. Scully
(Please Print Clearly)

(Title) Asst. Dir, Aviation

TRAVELEX CURRENCY SERVICES, INC., Permittee

By [signature]

Name Jon Darw
(Please Print Clearly)

(Title) EV President

TERMS AND CONDITIONS

1. The permission hereby granted shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition thereof, it may be revoked without cause, upon thirty (30) days' written notice, by the Port Authority or terminated without cause, upon thirty (30) days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four (24) 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. As used in this Permit:

(a) The term "Airport" shall mean John F. Kennedy Airport, consisting of certain premises identified as "LaGuardia Airport" on Sheet LGA-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.

(b) The term "City" shall mean the City of New York.

(c) The term "City Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, 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 may have been or may be amended or supplemented.

(d) 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.

(e) The term "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 said General Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the General Manager (or temporary or Acting General Manager) of the Facility for the time being, or his duly designated representative or representative.

3. 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 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,

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

(e) If the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and 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, without the written approval of the Port Authority. 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.

4. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created, notwithstanding the fact that all or a portion of the fees to be paid hereunder may be determined by gross receipts from the operations of the Permittee hereunder.

5. 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 upon the request of the Port Authority, the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the prior written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee as to 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.

6. In the use of the roads, hallways, stairs and other areas constituting a means of ingress to and egress from the Space, 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.

Unless otherwise expressly provided, the Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility.

7. (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 hereunder, or out of any of the acts or omissions 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 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.

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

9. All Machines covered by this Permit and other property of the Permittee placed on or kept at the Facility shall remain the property of the Permittee and must be removed on or before the expiration 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 fail to remove its property upon the expiration, termination or revocation hereof, the Port Authority may, at its option, as agent for the Permittee and at the Permittee's risk and expense, remove such property to a public warehouse for deposit or retain the same in its own possession and after the expiration of thirty (30) days sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale, second to any sums owed by the Permittee to the Port Authority, and any balance remaining shall be paid to the Permittee, or may take such other action as may be necessary or desirable.

10. The Permittee represents that it is the owner of or fully authorized to use and/or sell any and all services, processes, machines, articles, marks, names or slogans used and/or sold by it in its operations under or in any wise connected with this Permit. Without in any way limiting its obligations under Section 7 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 way connected with this Permit.

11. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Machines and equipment of 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 from service, and provide a satisfactory substitute.

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 any things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. (a) The basic fee, if any, or the part thereof which may be prorated as hereinafter provided, shall be due and payable in advance on the effective date hereof and on the first day of each and every month thereafter. The percentage fee, if any, or if that percentage fee is additional to a basic fee, the portion thereof prorated as hereinafter provided, and any fees or part thereof mentioned on the first page of this Permit to be measured by the number of items and/or units of service dispensed by a Machine, shall be due and payable monthly on the tenth day of the month following the calendar month in which the effective date hereof falls, and on the tenth day of each month thereafter and shall be based on the Permittee's gross receipts, sales made and services rendered in the preceding calendar month, provided, however, that if the permission granted hereby shall expire or be revoked effective on a date other than the last day of a month, the percentage fee or prorated part thereof, or the fee or part thereof measured by the number of items or units of service, shall be due and payable within ten days after such date. If the permission granted by this Permit commences on a date other than the first day of a month, or if the said permission expires or is revoked effective on a date other than the last day of a month, the fees due for the period of time during which the said permission shall have been in effect shall be the fees specified on the first page of this Permit, prorated however in the case of a basic fee or in the case of a basic fee and percentage fee, in the same proportion that the number of days the permission is in effect bears to thirty days, as follows: the portion of the basic fee due shall be computed by prorating the monthly basic fee on the above basis; the amount of the percentage fee shall be equivalent to the excess over the prorated basic fee of the percentage applied to the gross receipts arising in such portion of the month. There shall be no proration of other fees. The computation of fees for each month, or for a portion of a month as provided above, shall be individual to such month or such portion of a month, and without relation to any other month or any other portion of a month.

(b) Payments made hereunder shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions (for basic fees): Bank: TD Bank; Bank ABA Number: 031201360; Account Number: Ex.1/4 ; or made via the following wire transfer instructions (for percentage fees): Bank: TD Bank, Bank ABA Number:031201360; Account Number: Ex. 1/4 ; or to such other address as may hereafter be substituted therefor by the Port Authority from time to time, by notice to the Permittee.

(c) The term "gross receipts" shall include all monies paid or payable to the Permittee for sales made and for services rendered at or from the Facility pursuant to the permission granted hereby; provided, however, that if the fees or any part thereof mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts and by the number of items and/or units of service dispensed by a Machine the monies paid or payable to the Permittee by customers for said items and/or units of service shall be excluded from "gross receipts" and provided, further, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee, shall be excluded therefrom.

14. 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 (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) 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 (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this 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 Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights 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 Section 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.

15. A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative, 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 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.

16. (a) If the fee or fees mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts or by the number of items or units of service dispensed by a Machine, the Permittee shall:

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

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

(iii) Maintain in accordance with accepted accounting practice during the effective period of the Permit and for one year after the expiration or earlier revocation 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 sales of merchandise and charges for services made through the Machines and all transactions at, through

or in any way connected with the Facility, which records and books of account shall be kept at all times within the Port of New York District;

(iv) 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, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account;

(v) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment or devices used by the Permittee, including but not limited to coin receptacles and counting or metering devices attached to the Machines;

(vi) 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, and if the fees or any part thereof mentioned on the first page of this Permit are based in whole or in part on the number of items or units or service dispensed by a Machine, a sworn statement showing the number of such items and/or units of service dispensed during the preceding month. When gross receipts exceed monthly the statements shall be certified at the Permittee's expense, by a certified public accountant; and

(vii) Install and use such equipment or devices for recording sales made and services rendered as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts and sales made and services rendered.

(b) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of) 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 to payment of any late charge(s) or other service charge(s) payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

17. Collections shall be made from the Machines in the manner and at the times specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Comptroller's Department of the Port Authority.

18. Machines shall dispense only such merchandise and render only such services as are approved in writing by the Port Authority. Specification of merchandise and/or services in Item 5 on the first page hereof shall be an approval hereunder and all approvals hereunder shall be subject to the terms of Section 26 hereof.

The Port Authority shall designate in writing the number of Machines to be installed, maintained and serviced under this Permit and it may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines, such additional Machine or Machines to dispense such items only and render such services only as may be approved in writing by the Port Authority. The location of each Machine covered by this Permit is to be only that designated in writing by the Port Authority. The Port Authority shall have the right, from time to time, to redesignate in writing the location or locations of any or all Machines covered by this Permit, and the Permittee shall thereupon, at its own expense, comply therewith by promptly removing and reinstalling each such Machine. The Port Authority shall also have the right, from time to time, to direct that the number of Machines covered by this Permit be decreased and the Permittee shall promptly remove the Machines as directed.

In the event of the removal of any or all of the Machines covered by this Permit for any reason, including, but not limited to revocation, expiration, redesignation or decrease, the Permittee shall, at its own expense, immediately restore the Facility at and about the location to the same condition as before the installation, including the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

19. The purposes of the Port Authority in extending the permission granted hereby is to have available at the Facility the merchandise and services which the Permittee is permitted to sell and render hereunder, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper Machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor.

The Permittee shall provide new Machines of the latest design and shall maintain all the Machines in first class appearance, condition and working order, and if the Machines dispense items, the Permittee shall keep the Machines always well stocked with merchandise of first class quality and fit for human use, and if the merchandise is intended for consumption, it shall be fresh and safely consumable. The Permittee covenants that all its merchandise and services shall comply with all applicable federal, state, municipal and other governmental laws, ordinances and regulations.

20. The Permittee shall furnish all merchandise and 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 services in the municipality in which the Machines are located. The Permittee shall cause the merchandise sold and the services rendered by the Machines to be available to the public 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.

21. The Permittee shall not place or cause or permit to be placed any sign, poster or advertising matter whatsoever of the Permittee or of third parties on the Facility or on the Machines or the items dispensed therefrom without the prior written approval of the Port Authority. The restriction hereunder shall not apply to manufacturers' own advertising appearing on items dispensed by the Machines. The Port Authority may at any time and from time to time withdraw its approval under this Section. Any sign, poster or advertising matter not so approved may be removed by the Port Authority at the expense of the Permittee.

22. Notwithstanding the provisions of Section 21 hereof, the Permittee shall maintain in a conspicuous place on each Machine a small but legible plate setting forth the name and address of the Permittee.

The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including but not limited to those based on failure or malfunction of the Machines or defective merchandise dispensed or services rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith.

23. The Permittee shall daily remove from the Facility all garbage, debris, litter, liquids and other waste materials arising out of the operation of the Machines, or customer disposal of the Permittee's merchandise.

For the purpose of temporary storage, the Permittee shall provide and maintain in a clean and sanitary condition, suitable garbage and waste receptacles, the same to be made of metal and equipped with tight fitting covers. The covers may have self-closing openings for disposal purposes. The receptacles shall be kept completely covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris, litter and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the approval of the Port Authority. No facilities of the Port Authority shall be used for such removal and storage without the approval of the Manager of the Facility.

24. The Port Authority shall furnish electricity of the voltage, phase and type already available at the location and cold water sufficient for the operation of such of the Machines as may require the same; provided, however, that the Port Authority may at any time after installation of appropriate meters, sell electricity and/or cold water to the Permittee and the Permittee agrees to pay therefor at the same rates charged by the Port Authority to other permittees at the Facility at the time the electricity and/or cold water is supplied for the same quantity, under the same conditions and in the same service classification. Charges for electricity and/or cold water shall be payable when billed. The quantity of service consumed shall be measured by meters installed for the purpose; provided, however, that if for any cause any meter fails to record the consumption of electricity or cold water, the consumption during the period the meter is out of service will be considered to be the same as the consumption for a like period either immediately before or immediately after the interruption, as selected by the Port Authority.

The Port Authority shall also make available without additional charge, non-exclusive toilet and washroom facilities for the employees of the Permittee.

No failure, delay or interruption in supplying agreed services (whether separately charged for or not) shall release the Permittee from any of its obligations hereunder or be, (unless resulting from the negligence of the Port Authority and continuing for a period of five (5) days after notice to the Port Authority) grounds for any claim by the Permittee for damages, consequential or otherwise.

The Permittee shall provide and install all wires, conduits, outlets, ducts and pipes necessary to supply the electricity and/or cold water to the Machines which may require the same. Such installation shall be subject to the provisions of Section 8 hereof.

25. 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

revocation or termination will or may cause the Port Authority injury, damage or loss, and 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. The Permittee acknowledges that the Port Authority reserves all its legal and equitable rights and remedies in the event of such failure by the Permittee to cease performance of the permitted operations.

(b) The Permittee hereby acknowledges and agrees that, subject to the foregoing, all terms and provisions of this Permit shall be and continue in full force and effect during any period following such expiration, revocation or termination.

17. Governing Law:

This Permit and any claim, dispute or controversy arising out of, under or related to this permit shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

18. 49 CFR Part 23:

This Permit is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Part 23. 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.

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For the Port Authority

Initialed:

For the Permittee

For the Airline

thereunder to make alterations, mature at the expiration, revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner 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.

26. The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify any approval, designation or direction given hereunder by the Port Authority.

27. The privilege granted by this Permit is non-exclusive.

28. Wherever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them" or "its", "his", "her", "hers", "their" or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

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

30. 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 Facility, including any Space covered by this Permit, or for the safe and efficient operation of the Facility, 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.

31. (a) 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.

(b) The Permittee shall procure all licenses, certificates, permits or other authorization necessary for the Permittee's operations at the Facility from all governmental authorities, if any, having jurisdiction.

(c) 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 operations hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(d) 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 any such requirements.

32. (a) The Permittee shall

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

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

(iii) 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).

(b) 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.

33. (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 at the Airport and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any space at the Airport and the furnishing of any service thereon by the Permittee, 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 at the Airport 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 Section 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 Section shall constitute a material breach of this Permit. Without limiting any other term or provision hereof or any other rights or remedies of the Port Authority hereunder or at law or equity, 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) Without limiting any other term or provision hereof, 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 Section and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to 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 at the Airport, or any right to use or occupy any space at the Airport.

34. 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.

35. (a) 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 National Board of Fire Underwriters and The Fire Insurance Rating Organization of New Jersey, 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 Section, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the 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.

(b) The Permittee shall not do or permit to be done any act which:

(i) Will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon, or

(ii) Will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(iii) 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

(iv) May cause or produce upon the Facility any unusual, noxious or objectionable smokes, gases, vapors or odors, or

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

(vi) Shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

(c) For the purpose of this Section, "Facility" includes all structures located thereon.

36. 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.

37. The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Manager of the Facility covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

38. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space 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 summary proceeding or 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. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

39. 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 operate the Machines 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 operate the Machines at the Airport equal to twice the sum of the fee payable hereunder. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to operate the Machines at the Airport after the expiration, revocation or termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to cease to operate the Machines 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.

40. 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 hereof.

41. This Permit, including the attached exhibits, endorsements and schedules, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. 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 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.

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

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease made as of December 10, 1980 and identified by Port Authority Lease No. AG-865 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to Delta Air Lines, Inc. (hereinafter called the "Airline") certain premises at LaGuardia Airport (hereinafter called the "Airport"), for the operation of a passenger terminal building (hereinafter called the "Terminal") all as more particularly described in the Airline Lease and hereinafter call the "premises". It was contemplated under the Airline Lease that certain consumer services including machines would be installed in space provided by the Airline in the Terminal and the Airline has entered into a concession sublease agreement, dated as of April 1, 2002 (hereinafter called the "Concession Lease"), with the Permittee under which the Permittee has agreed to install automated teller machines (each hereinafter called an "ATM") in the Terminal. It was stipulated in the Airline Lease and in the Concession Lease that the Permittee would also enter into a permit agreement with the Port Authority covering such services and operations.

(b) By its terms, the Concession Lease is subject to the approval of the Port Authority and is also subject to any agreements between the Port Authority and the Airline affecting the premises in any way. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of all such agreements, including the Airline Lease. The Port Authority, subject to the provisions of this Permit, hereby consents to the Concession Lease.

(c) Subject to all of the terms, covenants and provisions of this Permit, the Port Authority and the Airline hereby grant to the Permittee the privilege of installing, maintaining and operating two (2) free-standing, self-service ATM's in the premises at the Terminal to (i) permit withdrawals from checking and savings accounts and MasterCard and Visa accounts, maintained with a bank which is a member of New York Cash Exchange (NYCE), MA, CIRRUS, PLUS, HONOR, and PULSE, (ii) transfer of funds between such checking and savings and, (iii) the payment of cash advances on Mastercard and Visa charge accounts maintained with a bank which is a member of the New York Cash Exchange (NYCE, MA, CIRRUS, PLUS, HONOR and PULSE and (iv) such other transactions as may be consented to in advance in writing by the port Authority provided the Permittee has received any necessary authorization to conduct such transaction by use of the ATM from the governmental agency or agencies having jurisdiction over the Permitte's operations, and for no other purposes whatsoever. The machine described in this subparagraph is sometimes hereinafter referred to as the "Machine". The Permittee shall maintain in a conspicuous place on the machine a label setting forth the services to be dispensed therefrom. Nothing herein contained shall be deemed a representation that governmental authorization for the conduct of the Permittee's operations hereunder is or is not required and neither the enumeration of specific transactions in this subparagraphs (i), (ii), or (iii) above or the granting of consent by the Port Authority to other transactions pursuant to subparagraph (iv) shall be deemed a recognition that any required authorization has been received.

(d) The Permittee understands that since the Terminal is leased to the Airline, all arrangements as to the concession space and facilities in which the privilege will be exercised including utilities and services, shall be made with the Airline, and the Permittee acknowledges

that it has made such arrangements. The Permittee shall exercise the privilege granted by this Permit only in such space as the Airline shall designate and the Permitee agrees to exercise such privilege subject to all the terms and conditions of this Permit. Such space as the Airline shall designate hereunder for the Permittee's use shall hereinafter sometimes be referred to as the 'Concession Space". The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of said spaces and facilities. Notwithstanding the foregoing, however, the Airline expressly hereby agrees that it shall not, pursuant to the Concession Sublease, reassign all or any part of the Space without the prior written consent of the party.

(e) The Permittee shall exercise the privilege to provide the above-described consumer service granted by this Permit only in such space as the Airline shall designate from time to time in the Terminal, and the Permittee hereby agrees to exercise such privilege subject to all the terms and conditions of this Permit. Each area the Airline shall designate from time to time hereunder for the Permittee's use shall hereinafter sometimes be referred to as a "Concession Area", and all of the Concession Areas are herein collectively referred to as the "Concession Space" or the "Space". The Permittee understands that as the premises in the Terminal is leased to the Airline, all arrangements as to the Concession Space and facilities in which the privilege described in this paragraph will be conduct, including utilities and services therefore, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Permittee agrees to accept the Space in its "as is" condition and acknowledges and agrees that neither the Port Authority nor any of its Commissioners, officers, employees or agents makes any representations or warranties as to the location, size, adequacy, condition or suitability of the Space or the facilities therein for the Permittee's operations contemplated hereunder. The Permittee agrees that no portion of the Space will be used initially or at any time during the effective period of the permission granted hereunder which is in a condition unsafe or improper for the conduct of the Permittee's operations hereunder so that there is a possibility of injury or death or damage to life or property and the Permittee further agrees that before any use it will immediately correct any such unsafe or improper condition.

2. As used herein:

(a) "Annual Period" shall mean the period commencing on the Fee Commencement Date and ending on the three hundred and sixty-fifth (365th) day following the Fee Commencement Date, and each three hundred and sixty-five (365) day period occurring thereafter during the period of permission granted herein.

(b) "Monthly period" shall mean, as the context requires, the period commencing on the Effective Date and continuing through the balance of the month in which the Effective Date occurs and each calendar month thereafter occurring during the period of permission granted hereunder; *provided, however*, that if the period of permission commences on other than the first day of a month, the first monthly period hereunder shall expire or is terminated or revoked on other than the last day of a calendar month, then the monthly period for the calendar month in which the effective date of expiration, termination or revocation occurs shall expire on such date.

(c) "Port Authority Share" shall mean Ex. 2.a.

(d) "Minimum Annual Guaranty" or "MAG" shall mean the amount of

per Machine per year during each Annual Period hereunder.

(e) "Fee Commencement Date" shall mean the Effective Date.

(f) "Percentage Fee" shall mean the percentage fee to be paid to the Airline and the Port Authority. For the purpose of this Permit, the term "gross receipts" shall mean all revenue and other consideration paid or payable to the Permittee arising out of fee-based transactions or surchargeable transactions, including any Transaction Fee.

(i) For the period of permission prior to January 1, 2010:

Ex.2 a. of all monthly gross receipts hereunder from plus of all monthly gross receipts hereunder in excess of and up to plus of all monthly gross receipts hereunder in excess of and

(ii) For the period from and after January 1, 2010:

Ex. 2.a. of all monthly gross receipts

(g) "Transaction Fee" shall mean the sum of money directly charged by Permittee to customers for transactions performed on Permittee's Machines. The Transaction Fees shall be as follows: prior to January 1, 2010, the amount of $1.50 for each and every Machine transaction and (ii) from and after January 1, 2010, the amount of $2.50 for each and every Machine transaction.

3. MAG and Percentage Fee

(a) Payment of MAG

(i) The Permittee shall pay to the Port Authority a monthly basic fee equivalent to the Port Authority Share of the applicable MAG, payable in advance in equal, consecutive monthly installments equal to Ex.2.a. per Machine, i.e., Machine, on the Fee Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Fee Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the MAG payable on the Fee 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 balance of the MAG shall be paid directly to the Airline.

(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 MAG 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 MAG prorated on a daily basis, using the actual number of days in the subject calendar month.

(b) Payment of Percentage Fee

In addition to the Permittee's obligation to pay the MAG, during the period commencing on the Effective Date and continuing throughout the balance of the period of the permission granted under this Permit, both dates inclusive, the Permittee shall pay directly to the Port Authority the Port Authority Share of the Percentage Fee as follows:

(i) The Permittee shall pay the Percentage Fee as follows: on the 20th day of the first month following the commencement of the Effective Date and on the 20th day of each and every month thereafter including the month following the end of each annual period, the Permittee shall render to the Port Authority a sworn statement showing the number of ATM transactions at each Machine in the Concession Space for the preceding month and showing the cumulative number of ATM transactions from the date of the commencement of the annual period for which the report is made through the last day of the preceding month. The Permittee shall pay, at the time of rendering the statement an amount equal to the product obtained by multiplying the applicable percentage described in Special Endorsement No. 2 by the gross receipts generated from ATM transactions for the preceding monthly period.

(ii) Upon any termination or revocation of the period of the permission granted hereunder (even if stated to have the same effect as expiration), the Permittee shall within twenty (20) days after the effective date of such termination, make a payment of fees computed as follows: if the period of the permission hereunder is terminated or revoked effective on a date other than the last day of a month the Permittee shall within twenty (20) days after the effective date of termination or revocation, render to the Port Authority a sworn statement separately showing the number of ATM transactions at each Machine in the Concession Space for the monthly period in which the effective date of termination or revocation happens to fall and the cumulative number of ATM transactions at each Machine in the concession area for such annual period. The payment then due on account of the Percentage Fee for the monthly period in which the effective date of termination or revocation happens to fall shall be the product obtained by multiplying the applicable percentage described in Special Endorsement No. 2 by the gross receipts generated from ATM transactions occurring during such monthly period.

4. The Permittee hereby certifies that its Federal Tax Identification Number is

Ex. 1/4

5. Wherever the phrases "Port Authority or the Airline" and "Airline or the Port Authority" are used in this Permit they shall be deemed to mean either the Port Authority or the Airline or both.

6. The Permittee shall have no right hereunder to carry on any business or operation at the Airport other than as specifically provided herein.

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

(c) No provision of the Concession Agreement including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Concession Agreement covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Concession Area, 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 Concession Agreement which are not specifically referred to herein.

(d) It is hereby expressly understood that in the event of an inconsistency between the Concession Agreement and the Airline Lease, the Airline Lease shall control and in the event of an inconsistency between the Concession Agreement and this Permit, this Permit shall control. No changes or amendments to the Concession Agreement 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.

(e) This Permit and the privileges granted hereunder shall in any event expire on the date of expiration or earlier termination of the Airline Lease; provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

8. It is understood and agreed that the Port Authority shall not sell, supply, or furnish any utilities or services to the Permittee, including, but not limited to, electricity, and the Permittee shall make its own arrangements with the Airline for the supply of such utilities, services, and facilities as it may require. Notwithstanding the foregoing, the Airline may, subject to the Port Authority's prior written approval, charge the Permittee for extraordinary utility consumption in accordance with the terms of the Concession Agreement.

9. 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 Concession Area 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, or otherwise. Further, the Airline shall have the right to enter upon the Concession Area 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.

10. (a) Without limiting the generality of any term or provision of this Permit or the Standard Endorsements annexed thereto, the Permittee shall at all times keep the Concession Area and its fixtures, equipment and personal property in a clean and orderly condition and appearance. The Permittee shall be responsible for the repair, replacement and rebuilding of any and all parts of the Concession Area and any other parts of the Terminal or the Facility which may be damaged or destroyed by the acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, or other persons doing business with it. All non-structural repair, replacement and rebuilding shall be done by the Permittee (unless otherwise directed by the Airline) and structural repair, replacement and rebuilding may be done by the Airline, the cost of any such repair performed by the Airline for the Permittee to be repaid by the Permittee on demand.

(b) The Permittee shall not install any equipment, improvements or fixtures in the Concession Area or elsewhere in the Terminal or perform any alteration or construction work therein without the prior written approval of the Airline (including, but not limited to, the time for the performance of any such installation or work) and in the event of any such installation without the approval of the Airline then upon such notice from the Airline or the Port Authority the Permittee shall remove the same or cause the same to be changed to the satisfaction of the Airline and the Port Authority. In case of any failure on the part of the Permittee to comply with such notice, the Airline may effect the removal or change and the Permittee shall pay the cost thereof to the Airline on demand. All of the Permittee's equipment, fixtures or improvements shall be promptly removed from the Concession Area and the Terminal on or before the expiration, revocation or termination of this Permit and the Concession Area or other area affected by such removal shall be restored by the Permittee to the condition existing prior to any installation or replacement. If the Permittee shall fail so to remove from the Concession Area or

the Terminal any property or thing which it is required to remove under this Permit, the Airline may remove such property and the Permittee shall pay to the Airline the cost thereof on demand. The Airline may store such property or thing in a public warehouse, but shall not be obligated to, or may retain the same in its own possession and in either event may sell the same at public auction, the proceeds thereof to be applied first to the expense of removal, restoration, retention, storage and sale, and second to any sums owed by the Permittee to the Airline or the Port Authority, with any balance remaining to be paid over to the Permittee. If the expense of such removal, restoration, retention, storage and sale shall exceed the proceeds of the sale, the Permittee shall pay such excess to the Airline on demand. The Permittee agrees not to perform any servicing or maintenance to its equipment, fixtures, or property or to remove any such equipment, fixtures, or property unless the Airline has approved the time and manner of the performance thereof. The Permittee shall have no right to install any property or perform any work outside the Terminal nor shall the Permittee leave or store any property on the Facility.

(c) The Permittee shall promptly notify the Airline if any portion or all of the Concession Area or any of the Permittee's fixtures, equipment, or personal property is destroyed, damaged, or in need of repair regardless of the Permittee's responsibility therefor.

11. Such provisions of this Permit as apply to the rights and obligations of the parties hereto upon the expiration of the permission granted by this Permit shall apply to the rights and obligations of the parties hereto upon the revocation or termination of the permission granted by this Permit.

12. Although the printed provisions of this Permit were drawn by the Port Authority, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of the Port Authority, the Permittee or the Airline and the deletion of language from this Permit prior to its execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

13. In the event of any breach or default by the Permittee in paying the fees due under this Permit, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith. The Port Authority shall not be required to incur any expenses or to commence any legal motion or proceeding to collect unpaid fees from the Permittee; provided, however, that nothing herein shall be deemed a waiver by the Port Authority of any rights or remedies under this Permit which it may wish in its discretion to enforce by legal action or otherwise, and provided, further, however, that all monies due the Port Authority and collected by the Airline hereunder shall be remitted by the Airline to the Port Authority as and when collected.

14. City Lease Provisions:

(a) The Permittee acknowledges that it has received a copy of, and is familiar with the contents of, the City Lease. The Permittee acknowledges that no greater rights or privileges

are hereby granted to the Permittee than the Port Authority has the power to grant under the City Lease.

(b) In accordance with the provisions of the City Lease, the Port Authority and the Permittee hereby agree as follows:

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

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

(iii) With respect to this Permit, the Permittee on the termination of the City Lease will, at the option of the City, enter into a direct permit on identical terms with the City;

(iv) The Permittee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the City Lease that arise out of the Permittee's operations at the Airport, or arise out of the acts or omissions of the Permittee's officers, employees, agents, representatives, contractors, customers, business visitors and guests at the Airport with the Permittee's consent;

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

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

(vii) The failure of the Permittee to comply with the foregoing provisions shall be an event of default under this Permit, which shall provide the Port Authority with the right to revoke this Permit 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 Permittee pursuant to this Permit.

15. Counterclaims:

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

16. Continued Exercise of Privilege After Expiration, Revocation or Termination:

(a) The Permittee acknowledges that the failure of the Permittee to cease to perform the permitted operations at the Airport from the effective date of such expiration,

revocation or termination will or may cause the Port Authority injury, damage or loss, and 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. The Permittee acknowledges that the Port Authority reserves all its legal and equitable rights and remedies in the event of such failure by the Permittee to cease performance of the permitted operations.

(b) The Permittee hereby acknowledges and agrees that, subject to the foregoing, all terms and provisions of this Permit shall be and continue in full force and effect during any period following such expiration, revocation or termination.

17. Governing Law:

This Permit and any claim, dispute or controversy arising out of, under or related to this permit shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

18. 49 CFR Part 23:

This Permit is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Part 23. 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.

Initialed:

For the Port Authority

For the Permittee

For the Airline

INSURANCE SCHEDULE

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "***Permit***"), in its own name as insured and including the Port Authority, NYSDOT and the Airport Operator (collectively the "***Protected Parties***") as additional insureds or loss payees, if applicable, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below, and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles 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:	$2,000,000.000
Automotive liability insurance:	
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:	$2,000,000.00
Property-damage liability: For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
Workers' Compensation and Employers Liability Insurance Permittee's obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to the Permit at or from the Airport:	Statutory

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Protected Parties shall be included therein as additional insureds or loss payees, 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 Permit, including without limitation this Insurance Schedule.

(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 Permittee thereunder with respect to any claim or action against the Permittee by a third person

(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 Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

For the Port Authority

Initialed:

For the Permittee

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 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":

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 or sublessee, the term Concessionaire shall mean the Lessee or Sublessee herein, as the case may be.

For the Port Authority

Initialed:

For the Permittee

For the Airline

: For Port Authority Use Only :

: Permit Number: AGA-883 :

LAGUARDIA AIRPORT

~~JOHN F. KENNEDY INTERNATIONAL AIRPORT~~

AUTOMATED TELLER MACHINE PERMIT

The Port Authority of New York and New Jersey (the "Port Authority") hereby grants to the Permittee named below the described non-exclusive privilege at ~~John F. Kennedy International~~ LaGuardia Airport, in the Borough of Queens, County of Queens, City and State of New York, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **PERMITTEE:** TRAVELEX CURRENCY SERVICES, INC., a corporation formed under the laws of the State of Delaware

2. **PERMITTEE'S ADDRESS:** 29 Broadway New York, NY 10006

3. **PERMITTEE'S REPRESENTATIVE:** Susan Druckman

4. **PRIVILEGE:** To provide such services as are described in Special Endorsement No. 1 hereof (the "Authorized Service"), and for no other purpose or purposes whatsoever.

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

6. **FEES:** As set forth in Special Endorsement Nos. 2 and 3 hereof

7. **EFFECTIVE DATE:** April 1, 2004

8. **EXPIRATION DATE:** December 31, 2012 unless sooner revoked or terminated as provided herein.

9. **REQUIRED SECURITY DEPOSIT:** None

10. **INSURANCE REQUIREMENTS:** $2,000,000.00 minimum limit Commercial General Liability
$2,000.000.00 minimum limit Commercial Automobile Liability

11. **ENDORSEMENTS:** Standard Endorsements 2.8 and 4.1, Specials, Insurance Schedule, and Schedule G

Dated: As of April 1, 2004
Approved and consented to
as of April 1, 2004:
DELTA AIR LINES, INC.

By: _____

Name John W. Bentright

(Title) Vice President

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

MG/mmw

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Name Lysa C. Scully
(Please Print Clearly)

(Title) Asst. Director, CCAS

TRAVELEX CURRENCY SERVICES, INC., Permittee

By _____

Name Jon Daniels
(Please Print Clearly)

(Title) EV President

TERMS AND CONDITIONS

1. The permission hereby granted shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition thereof, it may be revoked without cause, upon thirty (30) days' written notice, by the Port Authority or terminated without cause, upon thirty (30) days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four (24) 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. As used in this Permit:

(a) The term "Airport" shall mean LaGuardia Airport, consisting of certain premises identified as "LaGuardia Airport" on Sheet LGA-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.

(b) The term "City" shall mean the City of New York.

(c) The term "City Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, 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 may have been or may be amended or supplemented.

(d) 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.

(e) The term "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 said General Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the General Manager (or temporary or Acting General Manager) of the Facility for the time being, or his duly designated representative or representative.

3. 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 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,

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

(e) If the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and 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, without the written approval of the Port Authority. 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.

4. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created, notwithstanding the fact that all or a portion of the fees to be paid hereunder may be determined by gross receipts from the operations of the Permittee hereunder.

5. 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 upon the request of the Port Authority, the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the prior written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee as to 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.

6. In the use of the roads, hallways, stairs and other areas constituting a means of ingress to and egress from the Space, 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.

Unless otherwise expressly provided, the Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility.

7. (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 hereunder, or out of any of the acts or omissions 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 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.

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

9. All Machines covered by this Permit and other property of the Permittee placed on or kept at the Facility shall remain the property of the Permittee and must be removed on or before the expiration 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 fail to remove its property upon the expiration, termination or revocation hereof, the Port Authority may, at its option, as agent for the Permittee and at the Permittee's risk and expense, remove such property to a public warehouse for deposit or retain the same in its own possession and after the expiration of thirty (30) days sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale, second to any sums owed by the Permittee to the Port Authority, and any balance remaining shall be paid to the Permittee, or may take such other action as may be necessary or desirable.

10. The Permittee represents that it is the owner of or fully authorized to use and/or sell any and all services, processes, machines, articles, marks, names or slogans used and/or sold by it in its operations under or in any wise connected with this Permit. Without in any way limiting its obligations under Section 7 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 way connected with this Permit.

11. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Machines and equipment of 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 from service, and provide a satisfactory substitute.

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 any things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. (a) The basic fee, if any, or the part thereof which may be prorated as hereinafter provided, shall be due and payable in advance on the effective date hereof and on the first day of each and every month thereafter. The percentage fee, if any, or if that percentage fee is additional to a basic fee, the portion thereof prorated as hereinafter provided, and any fees or part thereof mentioned on the first page of this Permit to be measured by the number of items and/or units of service dispensed by a Machine, shall be due and payable monthly on the tenth day of the month following the calendar month in which the effective date hereof falls, and on the tenth day of each month thereafter and shall be based on the Permittee's gross receipts, sales made and services rendered in the preceding calendar month, provided, however, that if the permission granted hereby shall expire or be revoked effective on a date other than the last day of a month, the percentage fee or prorated part thereof, or the fee or part thereof measured by the number of items or units of service, shall be due and payable within ten days after such date. If the permission granted by this Permit commences on a date other than the first day of a month, or if the said permission expires or is revoked effective on a date other than the last day of a month, the fees due for the period of time during which the said permission shall have been in effect shall be the fees specified on the first page of this Permit, prorated however in the case of a basic fee or in the case of a basic fee and percentage fee, in the same proportion that the number of days the permission is in effect bears to thirty days, as follows: the portion of the basic fee due shall be computed by prorating the monthly basic fee on the above basis; the amount of the percentage fee shall be equivalent to the excess over the prorated basic fee of the percentage applied to the gross receipts arising in such portion of the month. There shall be no proration of other fees. The computation of fees for each month, or for a portion of a month as provided above, shall be individual to such month or such portion of a month, and without relation to any other month or any other portion of a month.

(b) Payments made hereunder shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions (for basic fees): Bank: TD Bank; Bank ABA Number: 031201360; Account Number: Ex.1/4 ; or made via the following wire transfer instructions (for percentage fees): Bank: ~~TD Bank~~; Bank ABA Number:031201360; Account Number: Ex. 1/4 , or to such other address as may hereafter be substituted therefor by the Port Authority from time to time, by notice to the Permittee.

(c) The term "gross receipts" shall include all monies paid or payable to the Permittee for sales made and for services rendered at or from the Facility pursuant to the permission granted hereby; provided, however, that if the fees or any part thereof mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts and by the number of items and/or units of service dispensed by a Machine the monies paid or payable to the Permittee by customers for said items and/or units of service shall be excluded from "gross receipts" and provided, further, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee, shall be excluded therefrom.

14. 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 (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) 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 (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this 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 Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights 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 Section 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.

15. A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative, 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 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.

16. (a) If the fee or fees mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts or by the number of items or units of service dispensed by a Machine, the Permittee shall:

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

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

(iii) Maintain in accordance with accepted accounting practice during the effective period of the Permit and for one year after the expiration or earlier revocation 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 sales of merchandise and charges for services made through the Machines and all transactions at, through

or in any way connected with the Facility, which records and books of account shall be kept at all times within the Port of New York District;

(iv) 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, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account;

(v) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment or devices used by the Permittee, including but not limited to coin receptacles and counting or metering devices attached to the Machines;

(vi) 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, and if the fees or any part thereof mentioned on the first page of this Permit are based in whole or in part on the number of items or units or service dispensed by a Machine, a sworn statement showing the number of such items and/or units of service dispensed during the preceding month. When gross receipts exceed 2.a. monthly the statements shall be certified at the Permittee's expense, by a certified public accountant; and

(vii) Install and use such equipment or devices for recording sales made and services rendered as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts and sales made and services rendered.

(b) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the 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 to payment of any late charge(s) or other service charge(s) payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

17. Collections shall be made from the Machines in the manner and at the times specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Comptroller's Department of the Port Authority.

18. Machines shall dispense only such merchandise and render only such services as are approved in writing by the Port Authority. Specification of merchandise and/or services in Item 5 on the first page hereof shall be an approval hereunder and all approvals hereunder shall be subject to the terms of Section 26 hereof.

The Port Authority shall designate in writing the number of Machines to be installed, maintained and serviced under this Permit and it may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines, such additional Machine or Machines to dispense such items only and render such services only as may be approved in writing by the Port Authority. The location of each Machine covered by this Permit is to be only that designated in writing by the Port Authority. The Port Authority shall have the right, from time to time, to redesignate in writing the location or locations of any or all Machines covered by this Permit, and the Permittee shall thereupon, at its own expense, comply therewith by promptly removing and reinstalling each such Machine. The Port Authority shall also have the right, from time to time, to direct that the number of Machines covered by this Permit be decreased and the Permittee shall promptly remove the Machines as directed.

In the event of the removal of any or all of the Machines covered by this Permit for any reason, including, but not limited to revocation, expiration, redesignation or decrease, the Permittee shall, at its own expense, immediately restore the Facility at and about the location to the same condition as before the installation, including the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

19. The purposes of the Port Authority in extending the permission granted hereby is to have available at the Facility the merchandise and services which the Permittee is permitted to sell and render hereunder, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper Machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor.

The Permittee shall provide new Machines of the latest design and shall maintain all the Machines in first class appearance, condition and working order, and if the Machines dispense items, the Permittee shall keep the Machines always well stocked with merchandise of first class quality and fit for human use, and if the merchandise is intended for consumption, it shall be fresh and safely consumable. The Permittee covenants that all its merchandise and services shall comply with all applicable federal, state, municipal and other governmental laws, ordinances and regulations.

20. The Permittee shall furnish all merchandise and 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 services in the municipality in which the Machines are located. The Permittee shall cause the merchandise sold and the services rendered by the Machines to be available to the public 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.

21. The Permittee shall not place or cause or permit to be placed any sign, poster or advertising matter whatsoever of the Permittee or of third parties on the Facility or on the Machines or the items dispensed therefrom without the prior written approval of the Port Authority. The restriction hereunder shall not apply to manufacturers' own advertising appearing on items dispensed by the Machines. The Port Authority may at any time and from time to time withdraw its approval under this Section. Any sign, poster or advertising matter not so approved may be removed by the Port Authority at the expense of the Permittee.

22. Notwithstanding the provisions of Section 21 hereof, the Permittee shall maintain in a conspicuous place on each Machine a small but legible plate setting forth the name and address of the Permittee.

The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including but not limited to those based on failure or malfunction of the Machines or defective merchandise dispensed or services rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith.

23. The Permittee shall daily remove from the Facility all garbage, debris, litter, liquids and other waste materials arising out of the operation of the Machines, or customer disposal of the Permittee's merchandise.

For the purpose of temporary storage, the Permittee shall provide and maintain in a clean and sanitary condition, suitable garbage and waste receptacles, the same to be made of metal and equipped with tight fitting covers. The covers may have self-closing openings for disposal purposes. The receptacles shall be kept completely covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris, litter and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the approval of the Port Authority. No facilities of the Port Authority shall be used for such removal and storage without the approval of the Manager of the Facility.

24. The Port Authority shall furnish electricity of the voltage, phase and type already available at the location and cold water sufficient for the operation of such of the Machines as may require the same; provided, however, that the Port Authority may at any time after installation of appropriate meters, sell electricity and/or cold water to the Permittee and the Permittee agrees to pay therefor at the same rates charged by the Port Authority to other permittees at the Facility at the time the electricity and/or cold water is supplied for the same quantity, under the same conditions and in the same service classification. Charges for electricity and/or cold water shall be payable when billed. The quantity of service consumed shall be measured by meters installed for the purpose; provided, however, that if for any cause any meter fails to record the consumption of electricity or cold water, the consumption during the period the meter is out of service will be considered to be the same as the consumption for a like period either immediately before or immediately after the interruption, as selected by the Port Authority.

The Port Authority shall also make available without additional charge, non-exclusive toilet and washroom facilities for the employees of the Permittee.

No failure, delay or interruption in supplying agreed services (whether separately charged for or not) shall release the Permittee from any of its obligations hereunder or be, (unless resulting from the negligence of the Port Authority and continuing for a period of five (5) days after notice to the Port Authority) grounds for any claim by the Permittee for damages, consequential or otherwise.

The Permittee shall provide and install all wires, conduits, outlets, ducts and pipes necessary to supply the electricity and/or cold water to the Machines which may require the same. Such installation shall be subject to the provisions of Section 8 hereof.

25. 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, revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner 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.

26. The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify any approval, designation or direction given hereunder by the Port Authority.

27. The privilege granted by this Permit is non-exclusive.

28. Wherever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them" or "its", "his", "her", "hers", "their" or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

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

30. 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 Facility, including any Space covered by this Permit, or for the safe and efficient operation of the Facility, 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.

31. (a) 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.

(b) The Permittee shall procure all licenses, certificates, permits or other authorization necessary for the Permittee's operations at the Facility from all governmental authorities, if any, having jurisdiction.

(c) 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 operations hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(d) 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 any such requirements.

32. (a) The Permittee shall

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

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

(iii) 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).

(b) 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.

33. (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 at the Airport and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any space at the Airport and the furnishing of any service thereon by the Permittee, 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 at the Airport 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 Section 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 Section shall constitute a material breach of this Permit. Without limiting any other term or provision hereof or any other rights or remedies of the Port Authority hereunder or at law or equity, 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) Without limiting any other term or provision hereof, 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 Section and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to 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 at the Airport, or any right to use or occupy any space at the Airport.

34. 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.

35. (a) 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 National Board of Fire Underwriters and The Fire Insurance Rating Organization of New Jersey, 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 Section, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the 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.

(b) The Permittee shall not do or permit to be done any act which:

(i) Will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon, or

(ii) Will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(iii) 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

(iv) May cause or produce upon the Facility any unusual, noxious or objectionable smokes, gases, vapors or odors, or

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

(vi) Shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

(c) For the purpose of this Section, "Facility" includes all structures located thereon.

36. 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.

37. The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Manager of the Facility covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

38. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space 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 summary proceeding or 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. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

39. 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 operate the Machines 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 operate the Machines at the Airport equal to twice the sum of the fee payable hereunder. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to operate the Machines at the Airport after the expiration, revocation or termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to cease to operate the Machines 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.

40. 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 hereof.

41. This Permit, including the attached exhibits, endorsements and schedules, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. 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 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.

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

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease made as of January 1, 1992 and identified by Port Authority Lease No. AGA-253 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to Delta Air Lines, Inc. (hereinafter called the "Airline") certain premises at LaGuardia Airport (hereinafter called the "Airport"), for the operation of a passenger terminal building (hereinafter called the "Terminal") all as more particularly described in the Airline Lease and hereinafter call the "premises". It was contemplated under the Airline Lease that certain consumer services including machines would be installed in space provided by the Airline in the Terminal and the Airline has entered into a concession sublease agreement, dated as of November 1, 2001 (as amended, and as further amended and extended by letter agreement, dated October 21, 2009, being hereinafter called the "Concession Lease"), with the Permittee under which the Permittee has agreed to install automated teller machines (each hereinafter called an "ATM") in the Terminal. It was stipulated in the Airline Lease and in the Concession Lease that the Permittee would also enter into a permit agreement with the Port Authority covering such services and operations.

(b) By its terms, the Concession Lease is subject to the approval of the Port Authority and is also subject to any agreements between the Port Authority and the Airline affecting the premises in any way. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of all such agreements, including the Airline Lease. The Port Authority, subject to the provisions of this Permit, hereby consents to the Concession Lease.

(c) Subject to all of the terms, covenants and provisions of this Permit, the Port Authority and the Airline hereby grant to the Permittee the privilege of installing, maintaining and operating two (2) free-standing, self-service ATM's in the premises at the Terminal to (i) permit withdrawals from checking and savings accounts and MasterCard and Visa accounts, maintained with a bank which is a member of New York Cash Exchange (NYCE), MAC, CIRRUS, PLUS, HONOR, and PULSE, (ii) transfer of funds between such checking and savings and, (iii) the payment of cash advances on Mastercard and Visa charge accounts maintained with a bank which is a member of the New York Cash Exchange (NYCE, MAC, CIRRUS, PLUS, HONOR and PULSE and (iv) such other transactions as may be consented to in advance in writing by the port Authority provided the Permittee has received any necessary authorization to conduct such transaction by use of the ATM from the governmental agency or agencies having jurisdiction over the Permitte's operations, and for no other purposes whatsoever. The machine described in this subparagraph is sometimes hereinafter referred to as the "Machine". The Permittee shall maintain in a conspicuous place on the machine a label setting forth the services to be dispensed therefrom. Nothing herein contained shall be deemed a representation that governmental authorization for the conduct of the Permittee's operations hereunder is or is not required and neither the enumeration of specific transactions in this subparagraphs (i), (ii), or (iii) above or the granting of consent by the Port Authority to other transactions pursuant to subparagraph (iv) shall be deemed a recognition that any required authorization has been received.

(d) The Permittee understands that since the Terminal is leased to the Airline, all arrangements as to the concession space and facilities in which the privilege will be exercised

including utilities and services, shall be made with the Airline, and the Permittee acknowledges that it has made such arrangements. Ther Permittee shall exercise the privilege granted by this Permit only in such space as the Airline shall designate and the Permitee by aggress to exercise such privilege subject to all the terms and conditions of this Permit. Such space as the Airline shall designate hereunder for the Permittee's use shall hereinafter sometimes be referred to as the 'Concession Space". The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of said spaces and facilities. Notwithstanding the foregoing, however, the Airline expressly hereby agrees that it shall not, pursuant to the Concession Sublease, reassign all or any part of the Space without the prior written consent of the party.

(d) The Permittee shall exercise the privilege to provide the above-described consumer service granted by this Permit only in such space as the Airline shall designate from time to time in the Terminal, and the Permittee hereby agrees to exercise such privilege subject to all the terms and conditions of this Permit. Each area the Airline shall designate from time to time hereunder for the Permittee's use shall hereinafter sometimes be referred to as a "Concession Area", and all of the Concession Areas are herein collectively referred to as the "Concession Space" or the "Space". The Permittee understands that as the premises in the Terminal is leased to the Airline, all arrangements as to the Concession Space and facilities in which the privilege described in this paragraph will be conduct, including utilities and services therefore, shall be made with the Airline and the Permittee acknowledges that it has made such arrangement. The Permittee agrees to accept the Space in its "as is" condition and acknowledges and agrees that neither the Port Authority nor any of its Commissioners, officers, employees or agents makes any representations or warranties as to the location, size, adequacy, condition or suitability of the Space or the facilities therein for the Permittee's operations contemplated hereunder. The Permittee agrees that no portion of the Space will be used initially or at any time during the effective period of the permission granted hereunder which is in a condition unsafe or improper for the conduct of the Permittee's operations hereunder so that there is a possibility of injury or death or damage to life or property and the Permittee further agrees that before any use it will immediately correct any such unsafe or improper condition.

2. As used herein:

(a) "Annual Period" shall mean the period commencing on the Fee Commencement Date and ending on the three hundred and sixty-fifth (365th) day following the Fee Commencement Date, and each three hundred and sixty-five (365) day period occurring thereafter during the period of permission granted herein.

(b) "Monthly period" shall mean, as the context requires, the period commencing on the Effective Date and continuing through the balance of the month in which the Effective Date occurs and each calendar month thereafter occurring during the period of permission granted hereunder; *provided, however*, that if the period of permission commences on other than the first day of a month, the first monthly period hereunder shall expire or is terminated or revoked on other than the last day of a calendar month, then the monthly period for the calendar month in which the effective date of expiration, termination or revocation occurs shall expire on such date.

(c) "Port Authority Share" shall mean Ex. 2.a.

(d) "Minimum Annual Guaranty" or "MAG" shall mean the amount of

per Machine per year during each Annual Period hereunder.

(e) "Fee Commencement Date" shall mean the Effective Date.

(f) "Percentage Fee" shall mean the percentage fee to be paid to the Airline and the Port Authority. For the purpose of this Permit, the term "gross receipts" shall mean all revenue and other consideration paid or payable to the Permittee arising out of fee-based transactions on surchargeable transactions, including any Transaction Fee.

(i) For the period of permission prior to January 1, 2010:

Ex. 2.a. of all monthly gross receipts hereunder from , plus of all monthly gross receipts hereunder in excess of nd up to plus of all monthly gross receipts hereunder in excess of , and.

(ii) For the period from and after January 1, 2010:

Ex. 2.a. of all monthly gross receipts

(g) "Transaction Fee" shall mean the sum of money directly charged by Permittee to customers for transactions performed on Permittee's Machines. The Transaction Fees shall be as follows: prior to January 1, 2010, the amount of $1.50 of each and every Machine transaction and (ii) from and after January 1, 2010, the amount of $2.50 for each and every Machine transaction.

3. MAG and Percentage Fee

(a) Payment of MAG

(i) The Permittee shall pay to the Port Authority a monthly basic fee equivalent to the Port Authority Share of the applicable MAG, payable in advance in equal, consecutive monthly installments equal to Ex. 2.a. per Machine, i.e., er Machine, on the Fee Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Fee Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the MAG payable on the Fee 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 balance of the MAG shall be paid directly to the Airline.

(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 MAG 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 MAG prorated on a daily basis, using the actual number of days in the subject calendar month.

(b) Payment of Percentage Fee

In addition to the Permittee's obligation to pay the MAG, during the period commencing on the Effective Date and continuing throughout the balance of the period of the permission granted under this Permit, both dates inclusive, the Permittee shall pay directly to the Port Authority the Port Authority Share of the Percentage Fee as follows:

(i) The Permittee shall pay the Percentage Fee as follows: on the 20th day of the first month following the commencement of the Effective Date and on the 20th day of each and every month thereafter including the month following the end of each annual period, the Permittee shall render to the Port Authority a sworn statement showing the number of ATM transactions at each Machine in the Concession Space for the preceding month and showing the cumulative number of ATM transactions from the date of the commencement of the annual period for which the report is made through the last day of the preceding month. The Permittee shall pay, at the time of rendering the statement an amount equal to the product obtained by multiplying the applicable percentage described in Special Endorsement No. 2 by the gross receipts generated from ATM transactions for the preceding monthly period.

(ii) Upon any termination or revocation of the period of the permission granted hereunder (even if stated to have the same effect as expiration), the Permittee shall within twenty (20) days after the effective date of such termination, make a payment of fees computed as follows: if the period of the permission hereunder is terminated or revoked effective on a date other than the last day of a month the Permittee shall within twenty (20) days after the effective date of termination or revocation, render to the Port Authority a sworn statement separately showing the number of ATM transactions at each Machine in the Concession Space for the monthly period in which the effective date of termination or revocation happens to fall and the cumulative number of ATM transactions at each Machine in the concession area for such annual period. The payment then due on account of the Percentage Fee for the monthly period in which the effective date of termination or revocation happens to fall shall be the product obtained by multiplying the applicable percentage described in Special Endorsement No. 2 by the gross receipts generated from ATM transactions occurring during such monthly period.

4. The Permittee hereby certifies that its Federal Tax Identification Number is

Ex. 1/4

5. Wherever the phrases "Port Authority or the Airline" and "Airline or the Port Authority" are used in this Permit they shall be deemed to mean either the Port Authority or the Airline or both.

6. The Permittee shall have no right hereunder to carry on any business or operation at the Airport other than as specifically provided herein.

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

(c) No provision of the Concession Agreement including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Concession Agreement covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Concession Area, 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 Concession Agreement which are not specifically referred to herein.

(d) It is hereby expressly understood that in the event of an inconsistency between the Concession Agreement and the Airline Lease, the Airline Lease shall control and in the event of an inconsistency between the Concession Agreement and this Permit, this Permit shall control. No changes or amendments to the Concession Agreement 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.

(e) This Permit and the privileges granted hereunder shall in any event expire on the date of expiration or earlier termination of the Airline Lease; provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

8. It is understood and agreed that the Port Authority shall not sell, supply, or furnish any utilities or services to the Permittee, including, but not limited to, electricity, and the Permittee shall make its own arrangements with the Airline for the supply of such utilities, services, and facilities as it may require. Notwithstanding the foregoing, the Airline may, subject to the Port Authority's prior written approval, charge the Permittee for extraordinary utility consumption in accordance with the terms of the Concession Agreement.

9. 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 Concession Area 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, or otherwise. Further, the Airline shall have the right to enter upon the Concession Area 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.

10. (a) Without limiting the generality of any term or provision of this Permit or the Standard Endorsements annexed thereto, the Permittee shall at all times keep the Concession Area and its fixtures, equipment and personal property in a clean and orderly condition and appearance. The Permittee shall be responsible for the repair, replacement and rebuilding of any and all parts of the Concession Area and any other parts of the Terminal or the Facility which may be damaged or destroyed by the acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, or other persons doing business with it. All non-structural repair, replacement and rebuilding shall be done by the Permittee (unless otherwise directed by the Airline) and structural repair, replacement and rebuilding may be done by the Airline, the cost of any such repair performed by the Airline for the Permittee to be repaid by the Permittee on demand.

(b) The Permittee shall not install any equipment, improvements or fixtures in the Concession Area or elsewhere in the Terminal or perform any alteration or construction work therein without the prior written approval of the Airline (including, but not limited to, the time for the performance of any such installation or work) and in the event of any such installation without the approval of the Airline then upon such notice from the Airline or the Port Authority the Permittee shall remove the same or cause the same to be changed to the satisfaction of the Airline and the Port Authority. In case of any failure on the part of the Permittee to comply with such notice, the Airline may effect the removal or change and the Permittee shall pay the cost thereof to the Airline on demand. All of the Permittee's equipment, fixtures or improvements shall be promptly removed from the Concession Area and the Terminal on or before the expiration, revocation or termination of this Permit and the Concession Area or other area affected by such removal shall be restored by the Permittee to the condition existing prior to any installation or replacement. If the Permittee shall fail so to remove from the Concession Area or

the Terminal any property or thing which it is required to remove under this Permit, the Airline may remove such property and the Permittee shall pay to the Airline the cost thereof on demand. The Airline may store such property or thing in a public warehouse, but shall not be obligated to, or may retain the same in its own possession and in either event may sell the same at public auction, the proceeds thereof to be applied first to the expense of removal, restoration, retention, storage and sale, and second to any sums owed by the Permittee to the Airline or the Port Authority, with any balance remaining to be paid over to the Permittee. If the expense of such removal, restoration, retention, storage and sale shall exceed the proceeds of the sale, the Permittee shall pay such excess to the Airline on demand. The Permittee agrees not to perform any servicing or maintenance to its equipment, fixtures, or property or to remove any such equipment, fixtures, or property unless the Airline has approved the time and manner of the performance thereof. The Permittee shall have no right to install any property or perform any work outside the Terminal nor shall the Permittee leave or store any property on the Facility.

(c) The Permittee shall promptly notify the Airline if any portion or all of the Concession Area or any of the Permittee's fixtures, equipment, or personal property is destroyed, damaged, or in need of repair regardless of the Permittee's responsibility therefor.

11. Such provisions of this Permit as apply to the rights and obligations of the parties hereto upon the expiration of the permission granted by this Permit shall apply to the rights and obligations of the parties hereto upon the revocation or termination of the permission granted by this Permit.

12. Although the printed provisions of this Permit were drawn by the Port Authority, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of the Port Authority, the Permittee or the Airline and the deletion of language from this Permit prior to its execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

13. In the event of any breach or default by the Permittee in paying the fees due under this Permit, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith. The Port Authority shall not be required to incur any expenses or to commence any legal motion or proceeding to collect unpaid fees from the Permittee; provided, however, that nothing herein shall be deemed a waiver by the Port Authority of any rights or remedies under this Permit which it may wish in its discretion to enforce by legal action or otherwise, and provided, further, however, that all monies due the Port Authority and collected by the Airline hereunder shall be remitted by the Airline to the Port Authority as and when collected.

14. City Lease Provisions:

(a) The Permittee acknowledges that it has received a copy of, and is familiar with the contents of, the City Lease. The Permittee acknowledges that no greater rights or privileges

are hereby granted to the Permittee than the Port Authority has the power to grant under the City Lease.

(b) In accordance with the provisions of the City Lease, the Port Authority and the Permittee hereby agree as follows:

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

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

(iii) With respect to this Permit, the Permittee on the termination of the City Lease will, at the option of the City, enter into a direct permit on identical terms with the City;

(iv) The Permittee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the City Lease that arise out of the Permittee's operations at the Airport, or arise out of the acts or omissions of the Permittee's officers, employees, agents, representatives, contractors, customers, business visitors and guests at the Airport with the Permittee's consent;

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

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

(vii) The failure of the Permittee to comply with the foregoing provisions shall be an event of default under this Permit, which shall provide the Port Authority with the right to revoke this Permit 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 Permittee pursuant to this Permit.

15. Counterclaims:

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

16. Continued Exercise of Privilege After Expiration, Revocation or Termination:

(a) The Permittee acknowledges that the failure of the Permittee to cease to perform the permitted operations at the Airport from the effective date of such expiration,

revocation or termination will or may cause the Port Authority injury, damage or loss, and 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. The Permittee acknowledges that the Port Authority reserves all its legal and equitable rights and remedies in the event of such failure by the Permittee to cease performance of the permitted operations.

(b) The Permittee hereby acknowledges and agrees that, subject to the foregoing, all terms and provisions of this Permit shall be and continue in full force and effect during any period following such expiration, revocation or termination.

17. Governing Law:

This Permit and any claim, dispute or controversy arising out of, under or related to this permit shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

18. 49 CFR Part 23:

This Permit is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Part 23. 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.

For the Port Authority

Initialed:

For the Permittee

For the Airline

INSURANCE SCHEDULE

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "***Permit***"), in its own name as insured and including the Port Authority, NYSDOT and the Airport Operator (collectively the "***Protected Parties***") as additional insureds or loss payees, if applicable, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below, and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles 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:	$2,000,000.000
Automotive liability insurance:	
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:	$2,000,000.00
Property-damage liability: For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
Workers' Compensation and Employers Liability Insurance Permittee's obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to the Permit at or from the Airport:	Statutory

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Protected Parties shall be included therein as additional insureds or loss payees, 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 Permit, including without limitation this Insurance Schedule.

(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 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 Protected Parties and any claim or action against the Protected Parties by the Permittee, as if the Protected Parties were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Protected Parties thereunder as additional insureds or loss payees. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit. The Permittee shall include in its insurance policy(ies) covering loss, damage or destruction by fire or other casualty a waiver of the insurer's right of subrogation against the Protected Parties or, if such waiver should be unobtainable or unenforceable, (i) an express agreement that such policy shall not be invalidated if the insured waives before the casualty the right of recovery against any party responsible for a casualty covered by such policies, or (ii) any other form of permission for the release of the Protected Parties.

(c) All insurance coverages and policies required under this Insurance Schedule 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 Permit. 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 Permittee shall promptly comply therewith.

(d) Each policy shall contain a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following 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 Permit by the Permittee 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 seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. 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 Permittee 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 Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

gwc
For the Port Authority

Initialed:

For the Permittee

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

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 or sublessee, the term Concessionaire shall mean the Lessee or Sublessee herein, as the case may be.

For the Port Authority

Initialed:

For the Permittee

For the Airline

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

John F. Kennedy International Airport
Port Authority Permit No. AYD-905,
Supplement No. 1

SUPPLEMENT TO PERMIT

THIS AGREEMENT, dated as of January 1, 2010, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") and TRAVELEX CURRENCY SERVICES INC. (the "Permittee").

WITNESSETH, that

WHEREAS, by a certain agreement of lease dated January 1, 1993 bearing Port Authority Lease No. 325 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to Delta Air Lines, Inc. (the "Airline") Buildings 53 and 54 and certain outside area at John F. Kennedy International Airport for certain passenger terminal facilities (collectively, the "Terminal"); and

WHEREAS, it was contemplated under the Airline Lease that certain consumer services would be operated in certain portions of the Terminal pursuant to agreements, between the Airline and concessionaires, covering the operation of such consumer services and the Airline and the Permittee entered into a concession agreement, dated as of June 1, 2007, ("Concession Agreement"); and

WHEREAS, the Airline and the Permittee thereafter entered into a supplement, dated January 1, 2010, extending the term of the Concession Agreement and have requested the Port Authority to consent to such supplement; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-905 (as may be hereafter supplemented, amended and extended, the "Permit") which was consented to by the Airline and which covered the operation of ATM Machines, Permittee's business services and currency exchange services, relating to the services to be provided pursuant to the Concession Agreement; and

WHEREAS, the Port Authority and the Permittee desire to extend and amend the Permit in certain respects as hereinafter provided;

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

1. Effective as of January 1, 2010, the period of the permission granted under the Permit is hereby extended to December 31, 2012, unless sooner terminated or revoked as provided in the Permit.

2. Effective January 1, 2010, the first sentence of Special Endorsement No. 1(b) to the Permit shall be deemed amended to read as follows:

> "(b) Subject to all of the terms, covenants and provisions of this Permit, the Port Authority and the Airline hereby grant to the Permittee the privilege of operating a retail concession store, to be used for the sale of the Permittee's business services, currency exchange services and on-line transactions featured in the Permittee's brand concept airport locations, as more fully described in Exhibit C of the Concession Agreement at the locations more fully described on Exhibit B of the Concession Agreement (the "Concession Area") and for the sale of such other services normally featured in Permittee's branded concept airport locations as may be consented to in advance in writing by the Port Authority and for no other purpose or purposes whatsoever."

3. Effective January 1, 2010, Special Endorsement No. 2(f)(a)and 2(f)(b) shall be re-designated as 2(f)(i) and 2(f)(ii) and said subparagraph 2(f)(i) and 2(f)(ii) shall be amended so as to read as follows:

> "(i) For Business Services: For the period commencing on January 1, 2010 and continuing through December 31, 2012 the percentage fee shall be Ex. 2.a. "

> "(ii) For Currency Exchange Services: For the period commencing on January 1, 2010 and continuing through December 31, 2012 the percentage fee shall be Ex. 2.a. ."

4. Effective January 1, 2010, Special Endorsement 2(f)(iii) shall be deemed added to the Permit and shall read as follows:

> "(iii) For On-line Transactions: For the period commencing on January 1, 2010 and continuing through December 31, 2012 the percentage fee shall be Ex. 2.a.

5. Effective January 1, 2010, Special Endorsement No. 2 to the Permit shall be revised to add a subparagraph (g) which shall read as follows:

> "(g) "On-line Transactions" shall mean pre-ordering of currency from Permittee's website for pick-up upon arrival at the Airport."

6. Effective January 1, 2010, Special Endorsement No. 3(a) shall be deemed amended to read as follows:

"(a) Effective from and after the January 1, 2010, the Permittee shall pay to the Port Authority the Port Authority Share of the minimum annual guaranty ("MAG") as follows:

(i) For the period January 1, 2010 through December 31, 2010, the MAG shall be Ex.2.a. per annum which amount shall be payable in advance in equal consecutive monthly installments equal to the Port Authority Share of Ex. 2.a. and

(ii) For the period January 1, 2011 through December 31, 2011, the MAG shall be Ex. 2.a. per annum which amount shall be payable in advance in equal consecutive monthly installments equal to the Port Authority Share of Ex. 2.a. and

(iii) For the period January 1, 2012 through December 31, 2012, the MAG shall be Ex.2.a. per annum which amount shall be payable in advance in equal consecutive monthly installments equal to the Port Authority Share of Ex. 2.a.

7. Effective January 1, 2010, Item No. 8 on the first page of the Permit shall be deemed amended to read as follows: "$250,000.00 in the form of a letter of credit"

(b) For the purposes of this paragraph, the Permittee hereby certifies that its federal tax identification number is Ex. 1/4

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, in its sole discretion at any time and from time to time upon fifteen (15) days' notice to the Permittee, to adjust the amount of the letter of credit as set forth above in subparagraph (a). Not later than the effective date set forth in said notice by the Port Authority the Permittee shall furnish an amendment to, or a replacement of, the letter of credit providing for such adjusted amount of the letter of credit, and such adjusted (or replaced) letter of credit shall thereafter constitute the letter of credit required under this paragraph.

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

9. No Commissioner, director, officer, agent or employee of either party shall be charged personally by the other party with any liability, or held liable to the other party, under any term or provision of this Supplemental Agreement, or because of any party's execution or attempted execution, or because of any breach thereof.

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

IN WITNESS WHEREOF, the Port Authority and the Permittee have caused this Supplemental Agreement to be executed as of the date first set forth above.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By_____

Print Name DAVID KAGAN

(Title) Asst Director

TRAVELEX CURRENCY SERVICES INC.,
Permittee

By_____

Print Name JON DARIO

(Title) President

Consented and agreed to as of
The 1st day of January, 2010:

Delta Air Lines, Inc.

By_____

Print Name JOHN W. BOATRIGHT

(Title) VICE PRESIDENT

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

MG/mmw

: For Port Authority Use Only :
:
:Permit Number: AYD-905 :

JOHN F. KENNEDY INTERNATIONAL AIRPORT
PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (the "Port Authority") hereby grants to the Permittee named below the described non-exclusive privilege at John F. Kennedy International Airport, in the Borough of Queens, County of Queens, City and State of New York, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **PERMITTEE:** ~~TRAVELEX AMERICA, INC~~ TRAVELEX CURRENCY SERVICES, INC., a corporation formed under the laws of the State of Delaware

2. **PERMITTEE'S ADDRESS:** 29 Broadway New York, NY 10006

3. **PERMITTEE'S REPRESENTATIVE:** Susan Druckman

4. **PRIVILEGE:** To provide such services as are described in Special Endorsement No. 1 hereof (the "Authorized Service"), and for no other purpose or purposes whatsoever.

5. **FEES:** As set forth in Special Endorsement Nos. 3 and 4 hereof

6. **EFFECTIVE DATE:** June 1, 2007

7. **EXPIRATION DATE:** December 31, 2009, unless sooner revoked or terminated as provided herein.

8. **REQUIRED SECURITY DEPOSIT:** $60,000.00 in the form of a letter of credit

9. **INSURANCE REQUIREMENTS:** $2,000,000.00 minimum limit Commercial General Liability

10. **ENDORSEMENTS:** Standard Endorsements 4.1, 4.5, 6.1, 10.3, 14.1, Specials, Schedule G and Exhibit X

Dated: As of June 1, 2007

DELTA AIR LINES, INC.

By: _____

Name John W. Knight

(Title) Vice President

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

MG/mmw

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Name Lysa C. Scully
(Please Print Clearly)

(Title) Asst. Dir., CCAS

TRAVELEX CURRENCY SERVICES, INC., Permittee

By _____

Name Jim Darcio
(Please Print Clearly)

(Title) EVP President

TERMS AND CONDITIONS

1. Definitions:

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

(a) "*Airport*" or "*Facility*" shall mean John F. Kennedy International Airport, consisting of certain premises identified as "John F. Kennedy International Airport" on Sheet JFK-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.

(b) "*City*" shall mean the City of New York.

(c) "*City Lease*" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between the City of New York, as Landlord, and The Port Authority of New York and New Jersey, 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 may have been or may be amended or supplemented.

(d) "*Effective Date*" shall mean that date appearing in Item 6 on the first page of this Permit as the same may be modified pursuant to the provisions of Section 2(a) hereof.

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

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

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

(f) "*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.

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

(h) "*Gross Receipts*" shall mean all monies paid or payable to the Permittee for sales made and for services rendered at or from the Airport, regardless of when or where the order therefor is received, and outside the Airport, if the order therefor is received at the Airport, and any other revenues of any type arising out of or in connection with the Permittee's operations at the Airport; provided, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee, shall be excluded therefrom. For avoidance of doubt, gross receipts shall include retail display allowances or other promotional incentives (collectively, "RDAs") (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal, including, without limitation, the following: proceeds from the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the concession area pursuant to the Permittee's record-keeping system), mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the concession area (although such orders may be filled elsewhere); sales through vending machines or other devices; and all insurance proceeds received due to loss of gross earnings under the Permittee's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the concession area will be included in the Permittee's calculation of gross receipts. For this purpose, catalogues displayed in the concession area will include a tracking number unique to the concession area that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in gross receipts and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks.

Gross receipts shall not include (a) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by the Permittee; (b) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of the Permittee's business; (c) revenues in the form of refunds from, or the value of merchandise, services, supplies, or equipment returned to, vendors, shippers, suppliers or manufacturers including volume discounts received from the Permittee's vendors, suppliers, or manufacturers and rebates that reduce the Permittee's cost of goods, excluding RDAs and other promotional incentives, which are expressly included in gross receipts; (d) the sale or transfer in bulk of the inventory of

the Permittee to a purchaser of all or substantially all of the assets of the Permittee in a transaction not in the ordinary course of the Permittee's business; and (e) any revenues from the sale of pre-paid telephone calling card which are subject to a separate agreement with the Port Authority.

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

(j) "*Person*" shall mean not only a natural person, corporation or other legal entity, but also two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

(k) "*Post-Termination Period*" shall have the meaning ascribed to it in paragraph (a) of Section 29 hereof.

2. Effective Date, Termination and Revocation:

(a) The permission hereby granted shall take effect upon the Effective Date. Notwithstanding Item 6 appearing on the first page of this Permit, the Effective Date of this Permit shall be that date the Permittee commenced any of the activities permitted by this Permit. The Permittee in executing this Permit represents that the Effective Date appearing in Item 6 on the first page of this Permit is the date the Permittee commenced any of the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced any of the activities permitted by this Permit prior to said effective date, the Effective Date of this Permit shall be the date the Permittee commenced any of the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including without limitation the Permittee's indemnity obligations and obligations to pay fees.

(b) Notwithstanding any other term or condition hereof, the permission hereby granted may be revoked without cause upon thirty (30) days' written notice by the Port Authority, or terminated without cause upon thirty (30) days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four (24) hours' notice by the Port Authority 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.

(c) 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.

(d) For the purposes of this Permit, a default by the Permittee in keeping, performing or observing any promise, obligation, term or agreement set forth herein on the part of the Permittee to be kept, performed or observed shall include the following whether or not the time has yet arrived for the keeping, performance or observance of any such promise, obligation, term or agreement:

(i) a statement by the Permittee to any representative of the Port Authority indicating that it cannot or will not keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit;

(ii) any act or omission of the Permittee or any other occurrence which makes it improbable at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit; or

(iii) any suspension of or failure to proceed with any part of the privileges to be performed by the Permittee which makes it improbable at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit.

(e) (i) If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Permittee at the Airport or against any operations of the Permittee under this Permit, whether or not the same is due to the fault of the Permittee and whether or not caused by the employees of the Permittee, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in curtailment or diminution of the privileges to be performed hereunder by the Permittee or to interfere with or affect the operation of the Airport by the Port Authority or to interfere with or affect the operations of lessees, licensees, permittees or other users of the Airport, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Permittee under this Permit and/or to revoke this Permit.

(ii) In the event the Port Authority exercises its right to revoke this Permit, as aforesaid, it shall do so by twenty-four (24) hours' written notice to the Permittee, effective as of the time specified in the notice. The exercise by the Port Authority of its right of suspension shall not waive or affect or be deemed to waive or affect the right of revocation.

(iii) Prior to the exercise of the right of suspension by the Port Authority, it shall give the Permittee notice thereof, which notice may be oral. The Permittee shall not perform its operations authorized by this Permit during the period of the suspension. The period of suspension shall end not more than twenty-four (24) hours after the cause thereof has ceased or been cured and the Permittee shall notify the Port Authority of such cessation or cure.

(iv) The rights of suspension and revocation as hereinbefore set forth may be exercised by the Port Authority prior to the Effective Date set forth in Item 6 on the first page of this Permit. No exercise by the Port Authority of its rights granted to it in paragraph (e) of this Section shall be deemed to be a waiver of any other rights of revocation contained in this Permit

or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

(f) No revocation or termination of the permission hereunder shall relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(g) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

3. Exercise of Rights:

(a) The rights granted hereby shall be exercised

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

(ii) 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,

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

(iv) if the Permittee is an individual, by the Permittee acting only personally or through the medium of its employees, and

(v) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers, and employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other Person. 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.

(b) No greater rights or privileges are hereby granted to the Permittee than the Port Authority has the power to grant under the City Lease.

(c) Neither this Permit nor anything contained herein, shall be deemed to grant any rights in the Permittee to use and occupy any land, building space or other area at the Airport or shall be deemed to have created any obligation on the part of the Port Authority to provide any such land, space or area to the Permittee.

(d) Neither the execution and delivery of this Permit nor any act done pursuant thereto shall create between any terminal operator, lessee or other occupant of land at the Airport

including but not limited to the Permittee, on one hand, and the Port Authority on the other hand the relationship of bailor and bailee, or any other relationship or any legal status which would impose upon the Port Authority with respect to any personal property, such as but not limited to, aircraft cargo or baggage, owned and/or handled by the Permittee any duty or obligation whatsoever. The Permittee expressly agrees that the Port Authority shall have no liability with respect to any aircraft cargo or baggage or any other property of the Permittee or of any other Person left anywhere on the Airport.

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

(f) Nothing contained in this Permit shall constitute permission to the Permittee to park or store equipment or personal property at any location or area at the Airport.

(g) The Permittee shall have no right hereunder to carry on any business or operation at the Airport other than that specifically provided herein.

(h) It is understood that any and all privileges granted hereunder to the Permittee are non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Airport to another or others, whether by 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 a violation or breach of the permission herein granted.

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

(j) The words "permission" and "privilege" are used interchangeably in this Permit, and except where expressly provided to the contrary, shall mean the privileges granted by this Permit.

4. Fees:

(a) The Permittee agrees to pay to the Port Authority, in accordance with Item 5 appearing on the first page of this Permit, a percentage fee.

(b) All statements to be submitted to the Port Authority pursuant to this Section and all payments made under this Permit, shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-1517

or made via the following wire transfer instructions:

Bank: Commerce Bank
Bank ABA number: 031201360
Account number: Ex. 1/4

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

(c) If and to the extent the full fair market value of any sale, service or other item provided by the Permittee is not charged to or payable by the customer, then the fair market value thereof as determined by the Port Authority shall be included in Gross Receipts.

(d) Without limiting any other provisions of this Permit regarding Gross Receipts, in those instances where the Permittee provides any services or goods along with other services and goods to the same Person (including without limitation those instances where a service is part of or is included within a group of other services and rendered for a single price, and where a service is performed by the Permittee pursuant to agreement for the exchange of services or goods) the Permittee agrees that the value ascribed to the performance of such service by the Permittee shall be the fair and reasonable value thereof as determined by the Port Authority.

(e) Without limiting the requirement for Port Authority approval, if the Permittee conducts any privilege or any portion thereof through the use of a contractor or other third party which is not a Port Authority permittee and where the payments for any of the foregoing are made to such contractor rather than to the Permittee, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to the Permittee for purposes of determining the Permittee's Gross Receipts, provided, however, that the foregoing shall not grant or be deemed to grant any right or permission to the Permittee to use an independent contractor or other third party to perform any privilege or portion thereof or the doing of anything hereunder by an independent contractor or other third party.

(f) Notwithstanding that the fee hereunder is measured by a percentage of Gross Receipts, no joint venture or partnership relationship between the parties hereto is created by this Permit.

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

(h) Without limiting any other provision of this Permit, it is hereby specifically understood that the failure to set forth all the classes of Persons, all of the locations served or all of the types of services or activities performed by the Permittee in its exercise of the privileges granted hereunder as of the Effective Date, or the failure to, by appropriate supplement, revise this Permit to reflect any additional classes of Persons, locations served, or services or activities performed by the Permittee subsequent to said Effective Date, shall not affect the inclusion in Gross Receipts hereunder of the amounts, monies, revenues, receipts and income received or receivable by the Permittee in its operations, and the same shall be so included. The foregoing shall not constitute Port Authority consent or be deemed to imply that the necessary Port Authority consent (to be reflected in a supplement to the Permit) with respect to such additional classes of Persons, locations, services or activities will be given.

(i) Without limiting any term or provision of this Permit, in the event the Permittee performs (x) any service, other than the Authorized Service at the Airport, or (y) any service (including the Authorized Service) at any other Port Authority facility, whether such performance is the subject of a written agreement by and between the Port Authority and the Permittee, the Permittee hereby agrees that it will pay to the Port Authority any and all fees and/or charges applicable to such service. The Permittee also agrees that, at the request of the

Port Authority, it will enter into the appropriate agreement with the Port Authority providing permission for the Permittee to perform such service.

5. Security Deposit:

(a) (i) Provided that an amount is set forth in Item 8 on the first page of this Permit (the "*Required Security Deposit*"), and, provided, further, the amount of said Required Security Deposit is less than $20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the Required Security Deposit, either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the Required Security Deposit is returned to the Permittee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the Required Security Deposit, or any part thereof, in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the Required Security Deposit itself shall cure any default or breach of this Permit on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the Required Security Deposit to the sum specified in Item 8 on the first page of this Permit. In the event that the Port Authority shall at any time or times so use the Required Security Deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the amount set forth in Item 8 on the first page of this Permit, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the Required Security Deposit at all times to the full amount above stated in Item 8 on the first page of this Permit, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and

upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the Required Security Deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the Required Security Deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(ii) In lieu of the Required Security Deposit made in the form described above in paragraph (a)(i), the Permittee may at any time during the effective period of the permission granted under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of the Required Security Deposit. 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 granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a)(i) of this Section or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a)(i) of this Section. Failure to provide such a letter of credit at any time during the effective period of the permission granted 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 Required Security Deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a)(i) of this Section. The Permittee shall have the same rights to receive such Required Security Deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the effective period of the permission granted 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.

(b) Provided that a Required Security Deposit amount is set forth in Item 8 on the first page of this Permit, and, provided, further, the amount of said Required Security Deposit is equal to or greater than $20,000.00, 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 the 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 the Required Security Deposit. 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 granted 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 an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless the letter of credit is replaced by another letter of credit satisfactory to the Port Authority by a date not later than twenty (20) days prior to the effective date of cancellation, 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 granted 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. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee, upon demand by the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the amount of the Required Security Deposit. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to be a waiver of any default by the Permittee under the terms of this Permit, and all remedies under this 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.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, in its sole discretion at any time and from time to time upon fifteen (15) days' notice to the Permittee, to adjust the amount of the Required Security Deposit. Not later than the effective date set forth in said notice by the Port Authority, the Permittee shall furnish additional cash or bonds, as provided for in paragraph (a) above, or an amendment to, or a replacement of, the letter of credit providing for such adjusted amount of the Required Security Deposit, as the case may be, and such additional cash and/or bonds or adjusted (or replaced) letter of credit shall thereafter constitute the Required Security Deposit required under this Section.

(d) If the Permittee is obligated by any other agreement to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Airport pursuant to any such other agreement or otherwise, then all such obligations under such other agreement and any deposit pursuant thereto also shall be deemed obligations of the Permittee under this Permit and as security hereunder as well as under any such other agreement and all provisions of such other agreement with respect to such obligations and any obligations thereunder of the Port Authority as to the security deposit are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply or any permitted assignment of such other agreement shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

6. Permittee's Operations:

(a) The Permittee shall provide to the Port Authority, upon request of the Port Authority from time to time, such information and data in connection with the permission granted hereunder as the Port Authority may request and shall, if so requested by the Port Authority, make periodic reports thereof to the Port Authority utilizing such forms as may be adopted by the Port Authority for such purpose.

(b) 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 the permission granted 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.

(c) The Permittee shall, at all times that areas of the Airport are being used for the privileges permitted hereunder, maintain said areas in a clean and orderly condition and appearance. The Permittee shall promptly wipe up any oil, gasoline, grease, lubricants and other inflammable liquids and substances and any liquids and substances having a corrosive or detrimental effect on the paving or other surface of the ramps or other areas upon which it performs the privileges authorized by this Permit resulting from its operations hereunder. The Permittee shall repair, replace, repave or rebuild, or at the Port Authority's election, the Permittee shall pay to the Port Authority the cost to the Port Authority of repairing, replacing, repaving or rebuilding, all or any part of the ramps or other areas upon which it performs the privileges authorized by this Permit which may be damaged or destroyed by such oil, gasoline, grease, lubricants or other liquids or substances or by any other act or omission of the Permittee or its employees, except for reasonable wear and tear arising out of its operations thereon.

(d) A principal purpose of the Port Authority in granting the permission under this Permit is to have available at the Airport, the privileges which the Permittee is permitted to render hereunder. 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, and keep the same in a first-class operating condition at all times.

(e) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the General Manager of the Airport covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designation, approval, substitution or redesignation given by it hereunder.

(f) In the event of any injury or death to any person (other than employees of the Permittee) at the Airport when caused by the Permittee's operations, or damage to any property (other than the Permittee's property) at the Airport when caused by the Permittee's operations,

the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

(g) 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 Airport. 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 General Manager of the Airport. The Port Authority shall have the right to object to the Permittee as to 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.

(h) The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations at the Airport.

7. Indemnity:

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the Airline (as defined in Special Endorsement No. 1 of this Permit), its directors officers, employees, agents 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 hereunder, or out of any of the acts or omissions 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) Without limiting any other term or provision hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives, and the Airline, its directors 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.

(c) Without limiting any other term or provision hereof, the Permittee shall indemnify the Port Authority and hold it harmless against all claims and demands of third Persons for damage to any aircraft cargo or baggage or any other property handled or delivered pursuant to the permission granted by this Permit.

(d) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand set forth in paragraphs (a), (b) and (c) above (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 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.

8. Liability Insurance:

(a) The Permittee, 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 Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the minimum limit set forth in Item 9 on the first page of this Permit. Without limiting the foregoing, the Permittee shall maintain Workers' Compensation and Employers Liability Insurance in accordance with the Permittee's statutory obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to this Permit at or from the Airport. In the event the Permittee 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 this Permit.

(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 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 any claim or action against the Port Authority by the Permittee, 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 Permittee under Section 7 of the Terms and Conditions of this Permit.

(c) All insurance coverages and policies required under this Section 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 effective period of permission granted under this Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the aforementioned 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 Permittee shall promptly comply therewith.

(d) Each policy shall contain a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following 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 this Permit by the Permittee 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 seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this Permit. 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 Permittee 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 Permittee under this Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by this Permit or any other agreement or by law.

9. Special Endorsements:

The Permittee hereby agrees to the terms and conditions of the endorsements attached hereto, hereby made a part hereof and marked "*Special Endorsements*". The terms and provisions of the Special Endorsements shall have the same force and effect and as if herein set forth in full.

10. No Waiver:

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

11. Removal of Property:

The personal property placed or installed by the Permittee at the Airport shall remain the property of the Permittee and must be removed on or before the expiration, revocation, cancellation or termination of the permission hereby granted, whichever shall be earlier. Without limiting the terms and provisions of paragraph (g) of Section 18 hereof, any such property remaining at the Airport after the effective date of such expiration, revocation, cancellation or termination shall be deemed abandoned by the Permittee and may be removed

and disposed of by the Port Authority in any manner it so determines in its sole discretion and all the proceeds of any removal or disposition shall be retained by the Port Authority for its account and all costs and expenses of such removal and disposition shall be paid to the Port Authority by the Permittee when billed.

12. Permittee's Representative:

The Permittee's representative specified in Item 3 on the first page of this Permit (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 any act or thing done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. Notices:

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices given by the Port Authority to the Permittee shall be validly given if sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered 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. If mailed, the notices herein required to be given shall be deemed effective and given as of the date of the certified or registered mailing thereof.

14. Late Charges:

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 (24) 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 (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this 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 Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 of these Terms and Conditions, or (ii) any obligations of the Permittee under this Permit. 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 Permit shall be payable instead at such legal maximum.

15. Non-discrimination:

(a) This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49, Code of Federal Regulations, Part 23. The Permittee agrees that it shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by Title 49, Code of Federal Regulations, Part 23. 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 at the Airport and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any space at the Airport and the furnishing of any service thereon by the Permittee, 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 at the Airport 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 Section in every agreement or concession covered by Title 49, Code of Federal Regulations, Part 23 that it enters into and cause those Person or Persons to similarly include the provisions in further agreements 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 Section shall constitute a material breach of this Permit. Without limiting any other term or provision hereof or any other rights or remedies of the Port Authority hereunder or at law or equity, 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) Without limiting any other term or provision hereof, 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 Section and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to 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 at the Airport, or any right to use or occupy any space at the Airport.

16. Affirmative Action:

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.

The Permittee acknowledges that Federal rules and regulations in connection with the subject matter of this Section may be amended from time to time and, in connection therewith, the Port Authority may modify the terms and provisions of this Section so as to assure compliance with such Federal rules and regulations. The Permittee hereby acknowledges and agrees that it shall be bound by all modifications made by the Port Authority to the terms and provisions of this Section, as described in the preceding sentence, upon written notice from the Port Authority containing such modifications.

17. Rules and Regulations:

(a) 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 and procedures of the Port Authority now in effect, and such further reasonable rules and regulations and procedures 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 or for the safe and efficient operation of the Airport. 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.

(b) 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, 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 Section, 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.

18. Prohibited Acts

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

(i) 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

(ii) 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

(iii) 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

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

(v) may interfere with the effectiveness or accessibility of any drainage and sewerage system, water system, communications system, fire protection system, sprinkler system, alarm system, fire hydrant and hose, if any, installed or located or to be installed or located in or on the Airport, or

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

For the purpose of this paragraph (a), "Airport" includes all structures located thereon.

(b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Airport except that the Permittee may release or discharge de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder so long as such release or discharge is not a violation of the terms and conditions of Sections 17 or 19 hereof. In addition to and without limiting Section 19 hereof, any Hazardous Substance disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Airport shall upon notice by the Port Authority to the Permittee and subject to the provisions of paragraph (f) of Section 17 hereof and to all Environmental Requirements, be completely removed and/or remediated by the Permittee at its sole cost and expense, provided, however, the forgoing shall not apply to releases and discharges which are in compliance with the terms and conditions of Sections 17 and 19 hereof of de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder and the obligation of the Permittee to remove and remediate such de-icing fluids shall be as required by the terms and conditions of Sections 17 and 19 hereof. The obligations of the Permittee pursuant to this paragraph shall survive the expiration, revocation, cancellation or termination of this Permit.

(c) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers.

(d) (i) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Airport which interfere or are likely to interfere with the operation of the Airport or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Airport or with the operations of the Permittee under this Permit.

(ii) The Permittee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(iii) The Permittee acknowledges that it is familiar with the general and local conditions prevailing at the Airport and with the all pertinent matters and circumstances which may in any way affect performance of the privileges granted under this Permit.

(e) The Permittee shall not solicit business on the public areas of the Airport and the use, at any time, of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying device is hereby expressly prohibited.

(f) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

(g) No signs, posters or similar devices shall be erected, displayed or maintained at the Airport without the written approval of the General Manager of the Airport; and any not approved by such General Manager or not removed by the Permittee upon the termination, revocation, expiration or cancellation of this Permit may be removed by the Port Authority at the expense of the Permittee.

(h) The Permittee shall not operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated.

(i) The Permittee shall not use any cleaning materials having a harmful or corrosive effect on any part of the Airport.

(j) The Permittee shall not fuel or defuel any equipment in any enclosed space at the Airport without the prior approval of the General Manager of the Airport except in accordance with Port Authority rules and regulations.

(k) The Permittee shall not start or operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

19. Law Compliance:

(a) 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 Airport which may be necessary for the Permittee's operations thereat.

(b) 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 operations at the Airport or on the Gross Receipts, or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(c) 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 Airport.

(d) 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 Airport 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.

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

20. Trademarks and Patent Infringement:

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.

21. Inspection:

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 Airport or to be placed or brought on the Airport, 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.

22. Federal Aid:

(a) The Permittee shall

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

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

(iii) 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).

(b) 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.

23. Capacity and Competition:

(a) The Permittee shall refrain from entering into continuing contracts or arrangements with any third Person for furnishing services covered hereunder when such contracts or arrangements will have the effect of utilizing to an unreasonable extent the Permittee's capacity for rendering such services. A reasonable amount of capacity shall be reserved by the Permittee for the purpose of rendering services hereunder to those who are not parties to continuing contracts with the Permittee.

(b) The Permittee shall not enter into any agreement or understanding, express or implied, binding or non-binding, with any other Person who may furnish services at the Airport similar to those furnished hereunder which will have the effect of (i) fixing rates and charges to be paid by users of the services; (ii) lessening or preventing competition between the Permittee and such other furnishers of services; or (iii) tending to create a monopoly on the Airport in connection with the furnishing of such services.

24. Business Development and Records:

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

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

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

(iii) maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier

revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of the Permittee at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District , and shall separately state and identify the Authorized Service and all other services performed at the Airport, and;

(iv) cause any company which is owned or controlled by the Permittee, or any company which owns or controls the Permittee, if any such company performs services similar to those performed by the Permittee (any such company being hereinafter called an "*Affiliate*" and all such companies being hereinafter called the "*Affiliates*") to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity (including without limitation the Authorized Service) performed at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records;

(vi) 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 the equipment described in paragraph (a)(vii) below; and

(vii) install and use such cash registers, sales slips, invoicing machines and any other equipment or devices, including without limitation computerized record keeping systems, 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, and without limiting the generality of the foregoing, for any privilege involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals.

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

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

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

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

(d) Without implying any limitation on the rights or remedies of the Port Authority under this Permit or otherwise including without limitation the right of the Port Authority to revoke this Permit for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then this Permittee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

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

25. Rates and Charges:

The Permittee shall establish rates and discounts therefrom which are in compliance with Section 22 hereof (each such rate and discount is hereinafter called an "*Established Rate*"). Upon request by the Port Authority, the Permittee shall provide the Port Authority its rates and discounts therefrom for goods and services furnished hereunder. If the Permittee applies any rate in excess of the Established Rate therefor or extends a discount less than the Established Discount therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate 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 Established Rate therefor or extends a discount which is in excess of the Established Rate therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate shall constitute an undercharge and an amount equivalent thereto shall be included in Gross Receipts hereunder and the Basic 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 such breach which would otherwise be available to it at law, in equity or by reason of this Permit.

26. Other Agreements:

In the event the terms and provisions of any agreement entered into by the Permittee with any third Person in connection with the privileges granted hereunder are contrary to or conflict or are inconsistent with the terms and provisions of this Permit, the terms and provisions of this Permit shall be controlling, effective and determinative.

27. City Lease Provisions:

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

(b) In accordance with the provisions of the City Lease, the Port Authority and the Permittee hereby agree as follows:

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

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

(iii) With respect to this Permit, the Permittee on the termination of the City Lease will, at the option of the City, enter into a direct permit on identical terms with the City;

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

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

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

(vii) The failure of the Permittee to comply with the foregoing provisions shall be an event of default under this Permit, which shall provide the Port Authority with the right to revoke this Permit 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 Permittee pursuant to this Permit.

28. Waiver of Trial by Jury:

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 under this Permit 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.

29. Continued Exercise of Privilege After Expiration, Revocation or Termination:

(a) 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 Authorized Service for any period (a "Post-Termination Period") following 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, the Permittee shall pay to the Port Authority, for any Post-Termination Period, a fee equal to twice the percentage fee otherwise stated to be payable hereunder.

(b) The foregoing shall not be deemed to give the Permittee any right to continue to perform the Authorized Service at the Airport after the expiration, revocation or termination of the effective period of the permission granted under this Permit. In addition, the Permittee acknowledges that the failure of the Permittee to cease to perform the Authorized Service at the

Airport from the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss, and 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. The Permittee acknowledges that the Port Authority reserves all its legal and equitable rights and remedies in the event of such failure by the Permittee to cease performance of the Authorized Service.

(c) The Permittee hereby acknowledges and agrees that, subject to the foregoing, all terms and provisions of this Permit shall be and continue in full force and effect during any Post-Termination Period.

30. Miscellaneous:

(a) It is understood and agreed that the Port Authority shall not furnish, sell or supply to the Permittee any services or utilities in connection with this Permit.

(b) 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.

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

(d) This Permit, including the attached Special Endorsements, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof. This Permit may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee or except by notice as specifically set forth in Sections 4 and 13 hereof. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

For the Port Authority

Initialed:

For the Permittee

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.

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.

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.

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.

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.

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.

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.

SPECIAL ENDORSEMENTS

1. (a) Pursuant to an agreement of lease between the Port Authority and Delta Air Lines, Inc. (the "Airline") bearing Port Authority Lease No. AYC-325, effective as of January 1, 1993 (as the same may have been supplemented, extended and amended, the "Airline Lease") the Port Authority leased to the Airline Building 53 and Building 54 (hereinafter referred to collectively as the "Terminal") and certain outside areas at the Airport. It was contemplated under the Airline Lease that certain consumer services would be operated in space provided by the Airline in the Terminal. The Airline and the Permittee have accordingly entered into a concession agreement ("Concession Agreement"), dated as of June 1, 2007, providing for the operation by the Permittee of certain businesses in the Concession Area, as hereinafter defined.

(b) Subject to all of the terms, covenants and provisions of this Permit, the Port Authority and the Airline hereby grant to the Permittee the privilege of operating a retail concession store, to be used for the sale of the Permittee's business services and currency exchange services featured in the Permittee's branded concept airport locations, as more fully described in Exhibit C of the Concession Agreement at the locations more fully described on Exhibit B of the Concession Agreement ("the Concession Area') and for the sale of such other services normally featured in Permittee's branded concept airport locations as may be consented to in advance in writing by the Port Authority and for no other purpose or purposes whatsoever. The Permittee understands that since the Terminal is leased to the Airline, all arrangements as to the Concession Area and facilities in which the privilege will be exercised, including utilities and services, 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 size, location, adequacy or suitability of the Concession Area and the facilities therein. Notwithstanding the foregoing, however, the Airline expressly hereby agrees that it shall not, pursuant to the Concession Agreement, relocate or reconfigure all or any part of the Concession Area without the prior written consent of the Port Authority.

(c) By its terms, the Concession Agreement is subject and subordinate to the Airline Lease and the Permittee is obligated under the Concession Agreement to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. It was stipulated in the Airline Lease and in the Concession Agreement that the Permittee would also enter into this Permit with the Port Authority covering such services to be provided by Permittee under the Concession Agreement. Subject to the terms of this Permit, the Port Authority hereby consents to the Concession Agreement as of June 1, 2007.

2. As used herein:

(a) "Annual Period" shall mean the period commencing on the Fee Commencement Date and ending on the three hundred and sixty-fifth (365th) day following the Fee Commencement Date, and each the three hundred and sixty-five (365) day period occurring thereafter during the period of the permission granted herein.

(b) "Fee Commencement Date" shall mean the earlier of (i) the date the Permittee commences operations at any portion of the Concession Arca and (ii) June 1, 2007.

(c) "Monthly period" shall mean, as the context requires, the period commencing on the Fee Commencement Date and continuing through the balance of the month in which the Fee Commencement Date occurs and each calendar month thereafter occurring during the period of permission granted hereunder; provided, however, that if the period of permission commences on other than the first day of a month, the first monthly period hereunder shall expire or is terminated or revoked on other than the last day of a calendar month, then the monthly period for the calendar month in which the effective date of expiration, termination or revocation occurs shall expire on such date.

(d) "Port Authority Reserved Uses" shall mean the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges; airline clubs; airtrain/monorail facilities; advertising (including, without limitation, static display, broadcast and other); pay telephones, pre-paid phone cards, facsimile transmission machines and other public communications services, including without limitation, all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, provided that the Airline shall retain the right to control the location of the placement within the Terminal of telephones, phone banks, phone kiosks, facsimile transmission machines and Internet kiosks, only, and the right to deny, upon reasonable grounds, the placement of a particular pay phone facility, facsimile transmission machine or Internet kiosk; rental of cellular phones; concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)); ground transportation (including vehicle rentals); hotel and other lodging reservations; vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the subleased premises pursuant to a sublease with a specific concessionaire and if approved in advance by the Port Authority; on-airport baggage carts (other than shopping carts made available free of charge to shoppers within the Concession Area) or other on-airport baggage-moving devices; and electronic amusements. The Port Authority shall have the right to all revenues derived for or from the above-stated reserved uses.

(e) "Port Authority Share" shall mean Ex. 2.a. of the fees payable by the Permittee hereunder.

(f) "Percentage fee" shall mean for and during the period commencing on the Fee Commencement Date and continuing throughout the period of permission granted hereunder, both dates inclusive, a percentage fee of the Permittee's Gross Receipts arising hereunder during each monthly period, as follows:

(a) For Business Services: For the period commencing on June 1, 2007 and continuing through December 31, 2009 the percentage fee shall be

Ex. 2.a.

(b) For Currency Exchange Services:

(i) For the period commencing on June 1, 2007 and continuing through December 31, 2007 the percentage fee shall be

(ii) For the period commencing on January 1, 2008 and continuing through December 31, 2008 the percentage fee shall be :

(iii) For the period commencing on January 1, 2009 and continuing through December 31, 2009 the percentage fee shall be Ex. 2.a.

3. (a) Effective from and after the Fee Commencement Date, the Permittee shall pay to the Port Authority the Port Authority Share of the minimum annual guaranty ("MAG") as follows:

(i) From the Fee Commencement Date through December 31, 2007, the MAG shall be Ex. 2.a. per annum which amount shall be payable in advance in equal, consecutive monthly installments equal to the Port Authority Share of

(ii) For the period beginning January 1, 2008 through December 31, 2008, the MAG shall be Ex. 2.a. ; per annum which amount shall be payable in advance in equal, consecutive monthly installments equal to the Port Authority Share of Ex. 2.a. ; and

(iii) For the period beginning on January 1, 2009 through the balance of the period of permission under this Permit, the MAG shall be Ex. 2.a. per annum which amount shall be payable in advance in equal, consecutive monthly installments equal to the Port Authority share of Ex. 2.a.

(b) The MAG is subject to annual adjustments, based on the number of enplaning passengers, as more fully described in Article 7, Section 7.1 (d), of the Concession Agreement.

(c) The Permittee shall pay directly to the Port Authority the Port Authority Share of the MAG and the remaining balance of the MAG shall be paid to the Airline.

(d) Notwithstanding anything to the contrary stated in the Concession Agreement or Section 1 (b) of the Terms and Conditions of this Permit, Gross Receipts shall not include revenue from pre-paid telephone calling card sales which are subject to a separate agreement with the Port Authority.

4. (a) Commencing on the Fee Commencement Date and continuing throughout the balance of the period of the permission granted under the Permit, the Permittee shall pay the percentage fee in an amount equal to the excess over the MAG, as hereinabove defined, of the Gross Receipts after applying the appropriate percentage set forth in subparagraph (f) of Special Endorsement No. 2 of this Permit. The computation of the percentage fee for each Annual Period, or a portion of an Annual Period, shall be individual to such Annual Period, or such portion of an Annual Period, and without relation to any other Annual Period, or any other portion of any Annual Period. The Permittee shall pay directly to the Port Authority the Port Authority Share of the percentage fee payable under this subparagraph and the remaining balance of the percentage fee shall be paid to the Airline.

(b) The Permittee shall pay the percentage fee as follows: on the 20th day of the first month following the commencement of each Annual Period and on the 20th day of each and every month thereafter including the month following the end of each Annual Period, the Permittee shall render to the Port Authority a sworn statement showing its Gross Receipts for the preceding month and 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; whenever such statement shall show that the percentages stated above in subparagraph (f) of Special Endorsement No. 2 applied to the Gross Receipts of the Permittee from the preceding month is in excess of the MAG, the Permittee shall pay at the time of rendering the statement an amount equal to the Port Authority Share of such excess and the Permittee shall pay thereafter on the 20th day of each month during that Annual Period and on the 20th day of the month following the end during such Annual Period pay an amount equal to the said percentages applied to the Gross Receipts during each subsequent month of that Annual Period. In the monthly statement for the last month of each Annual Period, in addition to all the information required by this paragraph (b), the Permittee shall set forth the MAG applicable to the Annual Period just completed.

(c) Upon any termination or revocation of the period of the permission granted hereunder (even if stated to have the same effect as expiration), the Permittee shall within twenty (20) days after the effective date of such termination, make a payment of fees computed as follows: first, if the period of permission hereunder is terminated or revoked effective on a date other than the last day of a month, the MAG for the portion of the month in which the period of the permission remains effective shall be the amount of the applicable monthly installment of the MAG prorated on a daily basis; second, the Permittee shall within twenty days after the effective date of termination or revocation, render to the Port Authority a sworn statement of all its Gross Receipts for the monthly period in which the effective date of termination or revocation happens to fall and the cumulative Gross Receipts for such Annual Period; third, the payment then due on account of the percentage fee for the monthly period in which the effective date of termination or revocation happens to fall shall be the excess over the prorated Port Authority Share of the MAG of the percentages stated hereinabove applied to all the Gross Receipts of the Permittee arising during such Annual Period; said Port Authority Share of the MAG being prorated by multiplying the same by a fraction, the numerator of which shall be the number of days from the commencement of the Annual Period through the effective date of termination or revocation and the denominator of which shall be 365, less any percentage fee payments previously made for such Annual Period.

5. (a) The Permittee hereby agrees that it shall invest no less than Ex. 2.a. (such initial capital investment to be hereinafter referred to as the "Minimum Capital Investment") in the construction of the Concession Area to be occupied by the Permittee during the period of the permission granted hereunder. The Permittee shall complete the construction of the Concession Area by the Fee Commencement Date. The Minimum Capital Investment shall be exclusive of and in addition to any of the following amounts: (1) the cost of items with a useful life of less than three years; (2) the cost of architectural, engineering, professional and consulting services, to the extent such costs exceed Ex. 2.a. of the total amount of capital investment; (3) interest and financing charges; and (4) the Permittee's investments in interim locations.

(b) If as of the Fee Commencement Date the Permittee has not made the Minimum Capital Investment, the Permittee shall pay fifty percent (50%) to each of the Port

Authority and to the Airline, within thirty (30) days of such determination by the Airline, of the amount equal to the difference between the Minimum Capital Investment and the amount actually invested by the Permittee in capital improvements at or to the Concession Area as of the day preceding the Fee Commencement Date.

6. Wherever the phrases "Port Authority or the Airline" and "Airline or the Port Authority" are used in this Permit they shall be deemed to mean either the Port Authority or the Airline or both.

7. The following shall be inserted following the second paragraph of Standard Endorsement No. 4.1:

> "The Permittee shall comply with the Port Authority Aviation Department's Street Pricing Policy. In connection therewith, the Permittee shall not charge prices to its customers in excess of "Street Prices," which for purposes of this Permit, is defined as follows:
>
> 1. If the Permittee conducts a similar business to the business operation permitted under this Permit in an off-airport location(s) in the Greater New York City- Northern New Jersey Metropolitan Area (the "Metro Area"), "Street Prices" shall mean the average price regularly charged by the Permittee for the same or similar item in such Metro Area location;
>
> 2. If the Permittee does not conduct a similar business to the business operation permitted under this Permit in the Metro Area, "Street Prices" shall mean the average price regularly charged in the Metro Area by similar retailers for the same or similar item;
>
> 3. If neither the Permittee nor other similar retailers sell a particular item in the Metro Area, "Street Prices" shall mean the average price regularly charged by the Permittee or other similar retailers for the same or similar item in any other geographic area, with a reasonable adjustment for any cost of living variance between such area and the Metro Area;
>
> The Permittee's breach of the aforesaid Street Pricing Policy shall be deemed a material breach of the Permittee's obligations under this Permit.
>
> The Permittee shall post in each sales area (including any temporary sales space) a notice in form and substance satisfactory to the Port Authority notifying the public that the Permittee subscribes to a "Street Pricing Policy," such policy to be clearly visible and unobstructed. If the Permittee charges any price to a customer in excess of the price which would satisfy the "Street Pricing Policy" in violation of its obligations under this Permit, the

amount of such excess shall constitute an overcharge which shall, upon demand, by the Port Authority or the Permittee's customer, be promptly refunded to the customer."

8. The Permittee shall have no right hereunder to carry on any business or operation at the Airport other than as specifically provided herein.

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

(c) No provision of the Concession Agreement including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Concession Agreement covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Concession Area, 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 Concession Agreement which are not specifically referred to herein.

(d) It is hereby expressly understood that in the event of an inconsistency between the Concession Agreement and the Airline Lease, the Airline Lease shall control and in the event of an inconsistency between the Concession Agreement and this Permit, this Permit shall control. No changes or amendments to the Concession Agreement 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.

(e) This Permit and the privileges granted hereunder shall in any event expire on the date of expiration or earlier termination of the Airline Lease; provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

10. It is understood and agreed that the Port Authority shall not sell, supply, or furnish any utilities or services to the Permittee, including, but not limited to, electricity, and the Permittee shall make its own arrangements with the Airline for the supply of such utilities, services, and facilities as it may require. Notwithstanding the foregoing, the Airline may, subject to the Port Authority's prior written approval, charge the Permittee for extraordinary utility consumption in accordance with the terms of the Concession Agreement.

11. 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 Concession Area 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, or otherwise. Further, the Airline shall have the right to enter upon the Concession Area 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.

12. (a) Without limiting the generality of any term or provision of this Permit or the Standard Endorsements annexed thereto, the Permittee shall at all times keep the Concession Area and its fixtures, equipment and personal property in a clean and orderly condition and appearance. The Permittee shall be responsible for the repair, replacement and rebuilding of any and all parts of the Concession Area and any other parts of the Terminal or the Facility which may be damaged or destroyed by the acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, or other persons doing business with it. All non-structural repair, replacement and rebuilding shall be done by the Permittee (unless otherwise directed by the Airline) and structural repair, replacement and rebuilding may be done by the Airline, the cost of any such repair performed by the Airline for the Permittee to be repaid by the Permittee on demand.

(b) The Permittee shall not install any equipment, improvements or fixtures in the Concession Area or elsewhere in the Terminal or perform any alteration or construction work therein without the prior written approval of the Airline (including, but not limited to, the time

for the performance of any such installation or work) and in the event of any such installation without the approval of the Airline then upon such notice from the Airline or the Port Authority the Permittee shall remove the same or cause the same to be changed to the satisfaction of the Airline and the Port Authority. In case of any failure on the part of the Permittee to comply with such notice, the Airline may effect the removal or change and the Permittee shall pay the cost thereof to the Airline on demand. All of the Permittee's equipment, fixtures or improvements shall be promptly removed from the Concession Area and the Terminal on or before the expiration, revocation or termination of this Permit and the Concession Area or other area affected by such removal shall be restored by the Permittee to the condition existing prior to any installation or replacement. If the Permittee shall fail so to remove from the Concession Area or the Terminal any property or thing which it is required to remove under this Permit, the Airline may remove such property and the Permittee shall pay to the Airline the cost thereof on demand. The Airline may store such property or thing in a public warehouse, but shall not be obligated to, or may retain the same in its own possession and in either event may sell the same at public auction, the proceeds thereof to be applied first to the expense of removal, restoration, retention, storage and sale, and second to any sums owed by the Permittee to the Airline or the Port Authority, with any balance remaining to be paid over to the Permittee. If the expense of such removal, restoration, retention, storage and sale shall exceed the proceeds of the sale, the Permittee shall pay such excess to the Airline on demand. The Permittee agrees not to perform any servicing or maintenance to its equipment, fixtures, or property or to remove any such equipment, fixtures, or property unless the Airline has approved the time and manner of the performance thereof. The Permittee shall have no right to install any property or perform any work outside the Terminal nor shall the Permittee leave or store any property on the Facility.

(c) The Permittee shall promptly notify the Airline if any portion or all of the Concession Area or any of the Permittee's fixtures, equipment, or personal property is destroyed, damaged, or in need of repair regardless of the Permittee's responsibility therefor.

13. Such provisions of this Permit as apply to the rights and obligations of the parties hereto upon the expiration of the permission granted by this Permit shall apply to the rights and obligations of the parties hereto upon the revocation or termination of the permission granted by this Permit.

14. Although the printed provisions of this Permit were drawn by the Port Authority, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of the Port Authority, the Permittee or the Airline and the deletion of language from this Permit prior to its execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

15. In the event of any breach or default by the Permittee in paying the fees due under this Permit, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith. The Port Authority shall not be required to incur any expenses or to commence any legal motion or proceeding to collect unpaid fees from the Permittee; provided, however, that nothing herein shall be deemed a waiver by the

Port Authority of any rights or remedies under this Permit which it may wish in its discretion to enforce by legal action or otherwise, and provided, further, however, that all monies due the Port Authority and collected by the Airline hereunder shall be remitted by the Airline to the Port Authority as and when collected.

16. This Permit is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Part 23. 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.

17. 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 Concession Area, or (ii) physically interferes with public access between the Concession Area 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.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Permit, 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 Concession Area 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 Concession Area (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 Concession Area. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Premises 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 premises. 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 Concession Area.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

TRAVELEX CURRENCY SERVICES 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:

TRAVELEX CURRENCY SERVICES INC.

BY:_____

DATE: Nov 4 2009

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

Initialed:

_____
For the Port Authority

_____
For the Permittee

_____
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

TRAVELEX CURRENCY SERVICES 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:

TRAVELEX CURRENCY SERVICES INC.

BY:_____

DATE: Nov 4 2008

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

Initialed:

_____
For the Port Authority

_____
For the Permittee

_____
For the Airline

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port 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 or sublessee, the term Concessionaire shall mean the Lessee or Sublessee herein, as the case may be.

Initialed:

For the Port Authority

For the Permittee

For the Airline

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

Port Authority Lease No. AYD-350
Consent to Sublicense No. AYD-914
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of June 30, 2010 ("*Effective Date*"), by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and **TRAVELEX CURRENCY SERVICES, INC**. d/b/a Travelex Worldwide Money Currency Exchange ("*Licensee*"), a corporation organized and existing under the laws of the State of Delaware with an office and place of business at 29 Broadway, 1st Floor, New York, NY 10006, whose representative is Susan Druckman, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Licensor*").

WITNESSETH, That:

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

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

WHEREAS, the Licensor and the Licensee have entered into a License Agreement, dated as of April 2, 2010, as amended by the First Amendment to License Agreement dated as of June 10, 2010, covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublicense*"), subject to the consent of the Port Authority and the execution of this Consent Agreement by and among the Licensor, Licensee and the Port Authority;

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

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

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

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

4. Controlling Documents; Conflicts and Inconsistencies.

(a) Neither this Consent Agreement, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Licensor under the Airline Lease, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease, nor consent to the granting or conferring of any rights, powers, or privileges to the Licensee as may be provided by the Sublicense if not granted to the Licensor under the Airline Lease. Neither this Consent Agreement nor anything contained herein, nor any termination of the Sublicense, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Licensor under the Airline Lease nor constitute or be deemed to constitute a release of the Licensor from any such duties, responsibilities, liabilities and obligations. The Sublicense is an agreement between the Licensor and the Licensee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein shall constitute an agreement between the Port Authority and the Licensor that the provisions of the Sublicense shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling,

effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublicense, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement, or shall thereafter grant its consent or approval thereto, or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact, or that the Port Authority's discretion pursuant to the Airline Lease as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublicense to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublicense including, but not limited to, those imposing obligations on the Licensee 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 Sublicense covering actions which shall or may be undertaken by the Licensee or the Licensor including, but not limited to, construction on the Space covered by the Sublicense, title to property, the right to assign (by operation of law or otherwise) the Licensee's interest in the Sublicense, or to further Sublicense the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublicense which are not specifically referred to herein.

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

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

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

5. Required Port Authority Consent. The granting of this Consent Agreement by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of

the Port Authority or of its required consent to any subsequent Sublicense or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Airline Lease or the Sublicense or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

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

(b) In the event the Port Authority exercises its right to revoke this Consent Agreement if the Licensee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent Agreement, the Licensee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent Agreement including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent Agreement.

7. Utilities.

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

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

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

9. Late Charges.

If the Licensee shall fail to pay any amount to the Port Authority required under this Consent Agreement or the Sublicense when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation under paragraph 6 hereof or (ii) any obligations of the Licensee under this Consent Agreement. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

10. No Responsibility of Port Authority for Capital Investment.

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

11. Indemnification.

(a) Without in any manner affecting the obligations of the Licensor under the Airline Lease and under this Consent Agreement, and notwithstanding the terms and conditions of the Sublicense, the Licensee shall make repairs and replacements in, at or about the Space as if it were the Licensor under the Airline Lease. In addition, the Licensee shall indemnify and hold

harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent Agreement by the Licensee or out of its operations under the Sublicense or at the Space or out of the use or occupancy of the Space by the Licensee or others with its consent, or out of any other acts or omissions of the Licensee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Licensee if it a limited liability entity), managers (in their capacity as managers of the Licensee if it is a limited liability entity), partners (if Licensee is a partnership), customers, guests, invitees and other persons who are doing business with the Licensee or who are at the Space or the Terminal with the consent of the Licensee, or out of any other acts or omissions of the Licensee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Licensee shall be deemed to be acts and omissions of the Licensor under the Airline Lease and the Licensor shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

12. Insurance.

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

liability endorsement covering the obligations assumed by the Licensee under this subparagraph (a).

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

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

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

to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Licensee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

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

(a) Licensee 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 Licensee 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 Licensee assures that it will require that its covered suborganizations provide assurances to the Licensee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) The Licensee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Licensee agrees that Schedule G, attached to the Sublicense and this Consent Agreement, is hereby made a part hereof and incorporated by reference herein and the Licensee shall comply with its terms and provisions.

14. Subordination of Sublicense.

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

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

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party

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

17. Basic Lease Provisions.

(a) Certain Definitions.

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

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

(b) The Licensee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Licensee acknowledges that no greater rights or privileges are hereby granted to the Licensee 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 Licensee hereby agree as follows:

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

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

(iii) With respect to this Consent Agreement, the Licensee 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 Licensee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

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

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

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

18. Inspection.

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

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

19. No Waiver.

No failure by the Port Authority or the Licensor to insist upon the strict performance of any agreement, term, covenant or condition of the Sublicense or this Consent Agreement or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of the Sublicense or this Consent Agreement during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority or the Licensor of fees, charges or other payments in whole or in part after or during

the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of the Sublicense or this Consent Agreement to be performed or complied with by the Licensee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Licensee in performance of any agreement, term, covenant or condition of the Sublicense or this Consent Agreement shall affect or alter the Sublicense or this Consent Agreement, but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

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

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Licensee shall continue to perform any of the privileges granted to the Licensee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent Agreement, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent Agreement or other remedies the Port Authority may have by law or otherwise, the Licensee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation, termination or cancellation and ending on the date that the Licensee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Licensee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent Agreement. The Licensee acknowledges that the failure of the Licensee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Licensee 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 Licensee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records.

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

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

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

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

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

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent Agreement, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Licensee (including without limitation all corporate

records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

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

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

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

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

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

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

(c) Without implying any limitation on the rights or remedies of the Port Authority or of the Licensor under this Consent Agreement or otherwise including without limitation the right of the Port Authority to revoke this Consent Agreement for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then the Licensee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

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

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

fees/rent payable to the Port Authority hereunder.

23. Licensee Payments and Statements.

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

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

24. Port Authority Reserved Uses.

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

25. Other Security Deposits.

(a) Upon the execution of this Consent Agreement by the Licensee and delivery thereof to the Port Authority, the Licensee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Consent Agreement) the sum of Four Thousand Two Hundred Seventy-five Dollars and No Cents ($4,275.00) either in cash, or bonds of the United States of America, or of the State of New

Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Licensee, all of the terms, provisions, covenants and conditions of this Consent Agreement on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Licensee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Licensee) in a manner satisfactory to the Port Authority. The Licensee may request the Port Authority to accept a registered bond in the Licensee's name and if acceptable to the Port Authority the Licensee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port Authority in re-registering a bond to the name of the Licensee shall be borne by the Licensee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Licensee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Licensee. With respect to any bonds deposited by the Licensee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Licensee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Licensee. The Licensee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Licensee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Licensee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Licensee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Consent Agreement, and upon condition that the Licensee shall then be in no wise in default under any part of this Consent Agreement, and upon written request therefor by the Licensee, the Port Authority will return the deposit to the Licensee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Licensee of this Consent Agreement or any part thereof. The Licensee agrees that it will not assign or encumber the deposit. The Licensee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Licensee may at any time during the effective period of the

permission under this Consent Agreement offer to deliver to the Port Authority, as security for all obligations of the Licensee under this Consent Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of Four Thousand Two Hundred Seventy-five Dollars and No Cents ($4,275.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Consent Agreement and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Licensee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) above or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) above. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Consent Agreement, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Consent Agreement on the part of the Licensee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Licensee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) above. The Licensee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Consent Agreement and fulfillment of the obligations of the Licensee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Licensee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

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

(d) The Licensee hereby certifies that its Federal Tax Identification Number is for the purposes of this paragraph.

Ex. 1/4

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and intended third party beneficiary of the Sublicense and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublicense as well as the right to enforce the provisions of this Consent Agreement. The obligation of the Licensee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Licensor and the payment

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

27. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Consent Agreement, the Licensee 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 Licensee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Licensee shall promptly give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all threatened or existing labor-related disruptions directed against the Licensee at the Terminal, or against its operations thereat, pursuant to this Consent Agreement and the progress thereof.

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

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

the employees of the Licensee after negotiations have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that the Licensee has extended a written offer to such labor organization to enter into binding mediation to reach such agreement. The labor peace agreement provided in (1), or the notification provided in either (2) or (3) of the preceding sentence, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Licensee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such actions as the Port Authority may deem reasonable under the circumstances including, without limitation, revocation of this Consent Agreement on five (5) days' written notice to the Lessee and Licensee, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent Agreement. In the event that the Licensee has delivered the notification provided in either (2) or (3) of the first sentence of this paragraph, Port Authority reserves the right to require, from time to time during the term of this Consent Agreement, evidence of the Licensee's continuing compliance with this paragraph 27.

(c) Employee Retention. If the Licensee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Licensee 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 Licensee at the Space. The foregoing requirement shall be subject to the Licensee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Licensee 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 Licensee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this paragraph 27 shall apply to any concession operation of the Licensee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

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

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

hereof.

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

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

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

29. Governing Law. This Consent Agreement and any claim, dispute or controversy arising out of, under or related to this Consent Agreement, the relationship of the parties hereunder, and/or the interpretation and enforcement of the rights and obligation of the parties hereunder shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

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

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

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

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

(Seal)

ATTEST:

Secretary

TRAVELEX CURRENCY SERVICES, INC.

By _____

(Printed Name) Jon Daniel

(Title) President

(Seal)

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

JETBLUE AIRWAYS CORPORATION

By _____

(Printed Name):

(Title) SENIOR VICE President

(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
	SB

TRAVELEX

x

x MK

FIRST AMENDMENT TO LICENSE AGREEMENT

This FIRST AMENDMENT TO LICENSE AGREEMENT (this "Amendment") is made as of June 30, 2010, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Licensor"), and ~~TRAVEL~~ CURRENCY SERVICES, INC., a Delaware corporation operating under the trade name Travelex Worldwide Money Currency Exchange, having an office at 29 Broadway, 1st Floor, New York, New York 10006, ("Licensee").

RECITALS

WHEREAS, Licensor and Licensee are parties to that certain License Agreement, dated on or about March 30, 2010 (the "Agreement"), pursuant to which Licensor licenses to Licensee certain premises (the "Licensed Premises") within Terminal 5 (the "Terminal") at John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York (the "Airport"), and such Licensed Premises are used by Licensee in connection with its operation of a mobile sales cart therein; and

WHEREAS, Licensor and Licensee now desire to amend the Agreement to extend the term thereof, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the rights and privileges and the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree, for themselves, their successors, and assigns, as follows:

1. Definitions. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless specifically set forth herein to the contrary.

2. Amendment. Effective as of June 30, 2010, the Agreement shall be amended as set forth herein.

3. Extension of Term. Paragraph 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3. Term of Agreement; Surrender. The term of this Agreement (the "Term") shall commence on the earlier of (i) March 30, 2010, or (ii) the date upon which the Unit is installed (the "Commencement Date"), continue for an initial term of two (2) years and on a year-to-year basis thereafter, and terminate on the earlier of (x) October 31, 2016, (y) the date on which the Master Lease expires or terminates, or (z) the date on which this Agreement and the License otherwise expires or terminates in accordance with this Agreement (the "Expiration Date"). Licensor shall have the right to terminate this Agreement and the License at any time, upon ten (10) days' notice to Licensee, and any such termination shall not entitle Licensee to any compensation, reimbursement, damages, or other payment whatsoever. On or before the Expiration Date, Licensee shall, at its sole cost and expense, remove the Unit and any other equipment or personal

property belonging to Licensee and vacate the Licensed Premises, and shall repair and restore any damage caused by Licensee to the Licensed Premises to the condition existing prior to installation, ordinary wear and tear excepted.

4. Rent Escalation. Paragraph 4 of the Agreement is hereby supplemented by the addition of the following subparagraph (e):

(e) On each anniversary of the Commencement Date during the Term hereof, the Fixed Fee shall escalate, such that the Fixed Fee for the twelve month period following such anniversary of the Commencement Date equals the greater of (i) of the Fixed Fee payable for the preceding twelve month period, or (ii) of the total License Fee payable for such preceding twelve month period.

Ex. 2.a.

5. Brokers. Licensee and Licensor represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Amendment, and each party agrees to indemnify the other and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Amendment. Such agreement shall survive the expiration or sooner termination of the Agreement.

6. Reference to and Effect on the Agreement; Miscellaneous.

(A) On and after the date hereof, each reference in the Agreement to (i) "this Agreement," "hereunder," "hereof," "herein" and words of like import, shall mean and be a reference to the Agreement as amended hereby.

(B) Except as specifically amended and supplemented above, the Agreement shall remain in full force and effect and is hereby ratified and confirmed.

(C) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Licensor under any of the Agreement, or constitute a waiver by Licensor of any provision of the Agreement.

(D) From and after the date hereof, the Agreement, as amended hereby, shall be read as a single, integrated document incorporating the changes effected by this Amendment.

7. Not a Binding Offer. This Amendment shall not be binding upon or enforceable against Licensor or Licensee unless and until Licensor shall have executed and unconditionally delivered to Licensee an executed counterpart of this Amendment.

8. Modifications in Writing. This Amendment may not be modified, amended or terminated nor may any of its provisions be waived except by an agreement in writing signed by all parties hereto.

9. Successors and Assigns. The covenants, agreements, terms, provisions and conditions contained in this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. No Prior Agreements. This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Amendment to be executed as of the day and year first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name: Martin St. George
Title: SVP Marketing & Commercial Strategy

TRAVELEX

~~TRAVEL~~ CURRENCY SERVICES, INC.

d/b/a Travelex Worldwide Money Currency Exchange

By: _____
Name: Jon Davis
Title: President

EXHIBIT A

LICENSE AGREEMENT

TRAVELEX

This LICENSE AGREEMENT (this "Agreement"), made as of ~~March~~ April 2, 2010, between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Boulevard, Forest Hills, New York 11375 ("Licensor"), and ~~TRAVEL~~ CURRENCY SERVICES, INC., a Delaware corporation operating under the trade name Travelex Worldwide Money Currency Exchange, having an office at 29 Broadway, 1st Floor, New York, New York 10006, ("Licensee"), sets forth the terms of the agreement between the parties hereto with regard to the operation of one (1) mobile sales cart (the "Unit") to be stationed at certain locations within Terminal 5 (the "Terminal") at John F. Kennedy International Airport, in Jamaica, New York (the "Airport"), as more particularly identified on Schedule 1 attached hereto and made a part hereof (such locations, the "Licensed Premises"). The Licensed Premises constitutes a portion of the Terminal, which is leased by Licensor from The Port Authority of New York and New Jersey (the "Port Authority") pursuant to that certain Agreement of Lease bearing Port Authority Lease No. AYD-350 (the "Master Lease").

1. Grant of License. Licensor hereby grants to Licensee a non-exclusive license (the "License") to (i) use the Licensed Premises and (ii) operate the Unit at such locations, all upon and subject to all of the other terms and conditions of this Agreement.

2. Permitted Use.

(a) The Licensed Premises shall be used for the operation of the Unit to provide therefrom the services more particularly described on the term sheet (the "Term Sheet") to which this Agreement is attached, including purchase and sale of foreign currency, banknotes, travelers cheques, pre-paid currency cards (UK pounds, Euro and USD), sale of travel insurance, sale of pre-paid calling cards (as approved by the Port Authority) and other ancillary services approved by Licensor to the travelling public, airport employees, and other customers, (collectively, the "Permitted Use"), and for no other purpose. Any changes to the type or category of products or services sold from the Unit as part of the Permitted Use shall only be made with the prior written consent of Licensor in its sole discretion, provided that such changes are consistent with a first class commercial aviation passenger terminal and subject to Paragraph 2(c) below.

(b) Licensee shall ensure at all times that the Unit does not obstruct the common areas of the Terminal, or otherwise interfere with the maintenance, operation, and repair of the Terminal in any manner. Licensee shall secure any cords, cables, or other equipment used in connection with the Unit and take such other precautions as may be necessary to ensure that the same does not present a hazardous condition. Licensee shall immediately relocate the Unit if so directed by Licensor or the Port Authority. At any time when the Unit is not in service, Licensee shall store the Unit on the Licensed Premises or at such other location as Licensor may approve in writing in its sole discretion, provided such approved location is subject to change from time to time upon written notice to Licensee. During any such time, the Unit shall be secured in such a manner as to protect the Unit and the equipment, merchandise, and other personal property therein from tampering or theft. In no event shall Licensor be responsible for any damage or loss thereof.

(c) In no event shall the Licensed Premises be used for a Prohibited Use. As used herein, "Prohibited Use" means any use or occupancy of the Licensed Premises that (i) violates any certificate of occupancy in force for the Licensed Premises, the Terminal, or the Airport; (ii) causes or is likely to cause damage to the Terminal, the Licensed Premises, or any equipment, facilities or other systems therein; (iii) interferes with Licensor's use of the

Licensed Premises; (iv) interferes with the proper, efficient and economic maintenance, operation and repair of the Terminal or its equipment, facilities or systems, including without limitation, the Terminal service systems; (v) constitutes a nuisance, annoyance or inconvenience to Licensor or other tenants or occupants of the Terminal or interferes with or disrupts the use or occupancy of any area of the Terminal (other than the Licensed Premises) by other tenants or occupants; (vi) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Terminal or otherwise disrupts the use, occupancy or quiet enjoyment of the Terminal by other tenants and occupants; (vii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Terminal; (viii) violates any provision of any financing documents from time to time encumbering the Terminal, all covenants, conditions and restrictions affecting the Terminal or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing; (ix) violates any requirement or condition of any insurance policy maintained by Owner or Licensor in connection with the Terminal or the Leased Premises; or (x) is for an immoral, illegal or, in the sole judgment of Licensor, offensive purpose.

3. Term of Agreement; Surrender. The term of this Agreement (the "Term") shall be for a period of approximately ninety (90) days, commencing on the earlier of (i) March 30, 2010, or (ii) the date upon which the Unit is installed (the "Commencement Date"), and terminating on the earlier of (x) June 30, 2010, (y) the date on which the Master Lease expires or terminates, or (z) the date on which this Agreement and the License otherwise expires or terminates in accordance with this Agreement (the "Expiration Date"). Licensor shall have the right to terminate this Agreement and the License at any time, upon ten (10) days' notice to Licensee, and any such termination shall not entitle Licensee to any compensation, reimbursement, damages, or other payment whatsoever. On or before the Expiration Date, Licensee shall, at its sole cost and expense, remove the Unit and any other equipment or personal property belonging to Licensee and vacate the Licensed Premises, and shall repair and restore any damage caused by Licensee to the Licensed Premises to the condition existing prior to installation, ordinary wear and tear excepted.

4. Fees and Charges. Licensee shall pay Licensor the fees and charges described herein (collectively, the "License Fee") in connection with its use of the Licensed Premises.

(a) Licensee shall pay Licensor a minimum annual guaranteed fee of Ex. 2.a. or the Unit, payable in equal monthly installments of one-twelfth (1/12th) of such annual sum, in advance, on the first day of each full calendar month during the Term. Notwithstanding that the Fixed Fee is stated as an annual sum, Licensee shall only pay the portion thereof attributable to the actual number of months during the Term. On or prior to the Commencement Date, Licensee shall pay the Fixed Fee for the first month of the Term in its entirety, provided that if the Commencement Date falls on a date more than seven (7) days after the first of the month, such amount shall be prorated for the period from the Commencement Date to the first day of the first full calendar month in the Term.

(b) In addition to the Fixed Fee, Licensee shall pay Licensor an additional amount based on a percentage of Gross Receipts (as defined below) during each month of the Term (the "Percentage Fee"), in arrears, as follows:

Gross Receipts	Percentage Fee
Gross Receipts from purchases and sales of foreign currency and pre-paid currency cards (including	

commissions)	
0 – $4,000,000	2.a. of such Gross Receipts
$4,000,001 – $6,000,000	of such Gross Receipts
$6,000,000 and above	of such Gross Receipts
All other Gross Receipts	of commissions earned by Licensee on such Gross Receipts

Licensee shall pay to Licensor the positive difference, if any, between the Percentage Fee due for the prior month, minus the Fixed Fee paid for such month, on or before the twentieth (20th) day of each calendar month during the Term. Such payment shall be accompanied by a monthly sales report setting forth (i) the total gross revenues received from the Unit for the preceding month, and (ii) the calculation of the Percentage Fee.

(c) Licensor shall pay the License Fee provided for herein in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in accordance with this Paragraph 2, at the office of Licensor or such other place as Licensor may designate, without any set-off, offset, abatement or deduction whatsoever.

(d) "Gross Receipts" as used in this Agreement means and includes all monies paid or payable to Licensee for sales made or services rendered at or from the Licensed Premises, regardless of when or where the order therefor is received, and outside the Licensed Premises, if the order therefor is received at the Licensed Premises, and any other revenues of any type arising out of or in connection with Licensee's operations at the Licensed Premises; provided that there shall be excluded from Gross Receipts the following: (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately stated to and paid by a customer and directly payable to the taxing authority by Licensee, (b) any receipts of Licensee which arise from its operations under any agreement with the Port Authority (other than an agreement relating to consent by the Port Authority to this Agreement) and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Licensee's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Licensee which are paid or given by Licensee's customers to such employees at or serving at the Licensed Premises, (e) the sale or transfer in bulk of the inventory of Licensee to a purchaser of all or substantially all of the assets of Licensee in a transaction not in the ordinary course of Licensee's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Licensee as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Licensee at the Licensed Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Licensee, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Licensee and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Licensed Premises or for the purpose of

depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Licensed Premises, (i) customary discounts, if any, not to exceed twenty percent (20%), given by Licensee on sales of merchandise or services to its employees, if separately stated, and limited in amount to not more than one percent (1%) of Gross Receipts per monthly period, and (j) customary discounts, if any, not to exceed twenty percent (20%), on sales of merchandise or services to the employees of Licensor, if separately stated, and limited in amount to not more than one percent (1%) of Gross Receipts per monthly period, (k) customary discounts, if any, not to exceed twenty percent (20%), on sales of merchandise or services to individuals employed at the Airport, if separately stated, (l) income actually received by Licensee from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Licensed Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Licensee occurs in connection with employees (1) who are on Licensee's payroll for the operations permitted under this Agreement, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Licensee have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (l), and (iv) Licensee provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Licensed Premises pursuant to Licensee's record keeping system, (n) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business, and (o) sale of pre-paid phone cards (as approved by the Port Authority).

For the purpose of determining the percentage rentals payable by Licensee hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Licensed Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under Licensee's business interruption insurance policy because of business interruptions, the total US Dollar equivalent of all purchases and sales of foreign currency and foreign currency pre-paid cards, plus commission on such transactions. A "sale" shall be deemed to have been consummated for purposes hereof, and the entire amount of the sales price shall be included in Gross Receipts and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. Each sale made upon installment or credit shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when any payment is received. No deduction from Gross Receipts shall be allowed for uncollected or uncollectible credit amounts or "bad" checks. Gross Receipts shall include retail display allowances, slotting fees, on-premises advertising and other promotional incentives (collectively referred to as "RDAs"). Gross Receipts shall include all such sales, revenues or receipts generated by Licensee's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Licensee.

Without limiting the requirement for Port Authority approval, if Licensee conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Licensee directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Licensee for purposes of

determining Licensee's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Licensee to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

5. Hours of Operation and Staffing. The Unit shall be in operation between the hours of 5:30 a.m. and 11:00 p.m. Eastern Time, seven (7) days a week, except for reasonable downtime for repair and maintenance, if necessary. Licensor shall, upon the Commencement Date at no cost to Licensor, provide access to Licensee, its employees, agents, and subcontractors to carry out the Unit's placement, and shall during the Term, at no cost to Licensor, continue to provide such access to permit Licensee to carry out Licensee's obligations and duties under this Agreement. The foregoing operating hours shall be subject to change based on the mutual agreement of Licensor and Licensee.

6. Services; Utilities.

(a) Licensor shall supply, without charge, electrical power to run the Unit, provided that Licensor reserves the right to charge Licensee for such electricity in its sole and absolute discretion at any time during the Term, if permitted by the Port Authority. Notwithstanding the foregoing, Licensee shall pay the costs and expenses of any alterations required to the Terminal in order to supply electrical power to the Licensed Premises, if necessary.

(b) Licensee represents, warrants, and covenants with Licensor that the Unit will not have an electrical load in excess of the average electrical load factor for the Terminal, and hereby indemnifies Licensor for any liability, loss, cost, or damage as a result of a breach of the foregoing.

(c) Except as expressly set forth in this Paragraph 6, Licensee represents to Licensor that it requires no other services, utilities, repairs, or modifications to the Licensed Premises in connection with the Permitted Use, and nothing set forth in this Agreement shall obligate Licensor to provide any such other services, utilities, repairs, or modifications to Licensee or the Licensed Premises.

(d) Licensor makes no representation or warranty whatsoever regarding, and Licensor shall not be liable to Licensee in any way for any interruption, curtailment, failure, or defect in, the supply, quality or character of (i) electricity furnished to the Licensed Premises, or (ii) any "Wi-Fi" services that may be available in the Licensed Premises or Terminal, by reason of any requirement, act or omission of Licensor or of any public utility or other company servicing the Terminal with electricity or Wi-Fi services, or for any other reason except Licensor's gross negligence or willful misconduct. Notwithstanding the foregoing, if service to the Unit is disrupted for more than fifteen (15) days, then either Licensor or Licensee may terminate this Agreement in its entirety upon thirty (30) days' written notice.

7. Alterations; Signage. Licensee shall not make any modifications, alterations, or improvements to the Licensed Premises, nor shall Licensee have the right to mount or otherwise affix any signage to any wall or other structure in the Licensed Premises or the Terminal, without the express written consent of Licensor in each instance. In the event Licensor grants such approval, any drawings and related work shall be subject, in all respects, to the Port Authority's "Tenant Alteration Application" process and to the other rules and regulations of the Port Authority, and shall be performed in accordance with all applicable laws. Licensor shall have the right to approval all signage to be affixed to the Unit.

8. Condition of the Licensed Premises. Licensee agrees (i) that the Licensed Premises are fully suitable, in the condition which the same shall exist on the Commencement Date "as is," for

the Permitted Use, and further agrees that Licensor shall have no obligation, to perform any work or make any installations in order to prepare the Licensed Premises for Licensee's occupancy, and (ii) Licensor and Licensor's agents have made no representations, warranties or promises whatsoever with respect to the Licensed Premises, the Terminal, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Licensee by implication or otherwise except as expressly set forth in this Agreement. Licensee represents and warrants that it is fully familiar with the Licensed Premises and the Terminal and has thoroughly inspected the same. The taking of possession of the Licensed Premises by Licensee shall be conclusive evidence as against Licensee that, at the time such possession was so taken, the Licensed Premises were in good and satisfactory condition, and that all of the Licensed Premises and appurtenances thereto that are the subject of this Agreement have been received by Licensee.

9. Compliance with Laws. Licensee's use of the Licensed Premises is subject to all Airport and Terminal rules and regulations promulgated by Licensor and the Port Authority. Licensee shall use and occupy the Licensed Premises in accordance with all present and future laws and requirements of public and/or governmental authorities.

10. Indemnity.

(a) Neither Licensor nor any of its agents, officers, directors, employees, shareholders, partners or principals (disclosed or undisclosed) shall be liable to Licensee for any injury occurring in or about the Licensed Premises to Licensee or to any person claiming by, through or under Licensee, or from any damage to or loss (by theft or otherwise) of any of Licensee's property or of the property in or about the Licensed Premises of any person claiming by, through or under Licensee. No representation is made that any security systems, devices or procedures which may be operated from time to time in the Terminal will be effective to prevent injury to Licensee or any other person or damage to or loss (by theft or otherwise) of any property in or about the Licensed Premises. Licensee shall indemnify, defend, and hold Licensor, its affiliates, and their respective agents, officers, directors, employees, shareholders, partners and principals (disclosed or undisclosed), the City of New York, and The Port Authority of New York and New Jersey, its Commissioners, officers, directors, members, employees, and agents (collectively, the "Indemnified Parties"), harmless from and against any loss, liability, claim, damage, expense (including reasonable attorneys' fees and disbursements), penalty, or fine incurred, whether prior to, during or after the expiration of the term hereof, in connection with or arising from (i) any default by Licensee in the performance of any provisions of this Agreement, (ii) the use or occupancy, or manner of use or occupancy, of the Licensed Premises by Licensee or any person claiming by, through or under Licensee, and (iii) any acts, omissions or negligence of Licensee or any such person, or the contractors, agents, employees, invitees or licensees of Licensee or any such person, in or about the Licensed Premises.

(b) Licensee shall further indemnify and hold the Indemnified Parties harmless from and against all losses, liabilities, claims, and expenses, including reasonable attorneys' fees, Licensor may incur or sustain arising from Licensee's failure to vacate the Licensed Premises in accordance with this Agreement, provided that each party hereto shall be responsible for its own attorneys' fees associated with the negotiation and execution of this Agreement.

11. Release, Insurance and Liability. Licensee shall obtain and maintain throughout the term hereof insurance naming JetBlue Airways Corporation, its affiliates, officers, directors, employees, and agents, and The Port Authority of New York and New Jersey, its Commissioners, officers, directors, members, employees, and agents, as additional insureds, in the amounts and with the coverages as follows: (i) "all risk" property insurance covering all physical loss to all property of Licensee located in the Licensed Premises, including but not limited to the Unit, to a limit of not less

than the full replacement value thereof; (ii) broad form commercial general liability insurance, including contractual liability, in respect of the Licensed Premises and the intended use thereof, with Licensor as additional insured, written on a per occurrence basis with an aggregate limit of not less than $5,000,000, a per-occurrence limit of not less than $5,000,000 and with other limits reasonably satisfactory to Licensor; (iii) workers' compensation insurance as required by law, (iv) employers liability insurance with a limit of liability not less than $1,000,000, and (v) such other coverage as Licensor may reasonably require with respect to the Licensed Premises. The limits of such insurance shall not limit the liability of Licensee hereunder. All policies shall be in form and substance satisfactory to Licensor, shall provide that they shall not be cancelled except on thirty (30) days prior written notice to Licensor, and shall include the following provisions: Severability of Interests (Cross Liability), Primary Above Any Other Valid and Collectible Insurance, Indemnification (Including for Employees of Licensee), Waiver of Subrogation, and the following Port Authority immunity clause:

> *Unless otherwise agreed by the Port Authority of New York and New Jersey, the liability policy shall be specifically endorsed to prohibit the Insurance carrier from any defense involving in any way jurisdiction of the Tribunal, immunity of the Port Authority of New York and New Jersey, government nature of the Port Authority of New York and New Jersey or provisions of any statutes respecting suits against the Port Authority of New York and New Jersey without obtaining written express advance permission from the General Counsel of The Port Authority of New York and New Jersey.*

No less than five (5) days prior to the commencement of the Term hereof, and prior to the expiration or other termination of any such policies, Licensee shall provide Licensor with a current certificate of insurance evidencing the required coverage.

12. Changes to the Leased Premises. In the event Licensor desires to make any alterations to the Terminal or Leased Premises that are reasonably likely to effect the operations of the Unit, Licensor shall provide Licensee with notice thereof as far in advance of the commencement of such alterations as reasonably possible. In such event, Licensee shall have the right to terminate this Agreement in whole or in part with respect to one or more of the affected Unit upon ten (10) days written notice to Licensor, in which event the License Fee shall be adjusted accordingly.

13. Audit. Licensor shall have the right to audit the books and records of Licensee related to the Unit upon not less than twenty (20) days' prior written notice to Licensee.

14. No Assignment. Neither this Agreement nor the License may be hypothecated, encumbered, assigned, underlicensed or transferred by Licensee, nor may Licensee allow the Licensed Premises (or any part thereof) to be used or occupied by any entity or person other than Licensee's employees, agents and customers, without first obtaining the prior written consent of Licensor, which consent may be withheld or denied in Licensor's sole and absolute discretion.

15. Consent of the Port Authority. Notwithstanding anything in this Agreement to the contrary, if this Agreement is subject to the consent of the Port Authority, promptly upon the execution hereof by both parties, Licensor shall submit this Agreement to the Port Authority for consent. If the Port Authority fails to consent within sixty (60) days after the date hereof, either party shall have the right to terminate this Agreement by written notice to the other party. Any cost and expenses, including those of the Port Authority, incurred in connection with obtaining the Port Authority's consent hereto shall be paid by Licensee promptly after demand therefor. Notwithstanding the foregoing, if the Port Authority conditions its consent to this Agreement on changes, restrictions, or fees/charges that would, in the reasonable judgment of Licensee, unduly burden Licensee or otherwise have a material adverse effect on this Agreement or the arrangement contemplated hereby, Licensee shall have the right to terminate this Agreement within three (3) days after receipt of such conditional consent.

16. Broker. Each party represents to the other party that this Agreement was not brought about or procured through the use or instrumentality of any broker or consultant. Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, based or alleged to be based upon the acts or omissions of such party, for any brokerage commission or finder's fee with respect to this Agreement by persons, and for all costs, expenses and liabilities incurred in connection with such claims, including attorneys' fees and disbursements arising out of a breach of the foregoing representation by such party.

17. Amendments. This Agreement may not be modified, and no consent or waiver of any breach of any covenant or condition shall be implied or construed, unless such modification or consent or waiver is in writing and signed by both parties hereto.

18. Notices. Any notice, consent or other communications required or permitted under this Agreement shall be in writing and delivered by personal delivery, certified mail, return receipt requested or by a recognized overnight courier, addressed to the party to be notified at its address as set forth above, to the attention of the undersigned representative of such party. In the case of notice to Licensor, notice shall also be sent to the attention of General Counsel.

19. Governing Law; Disputes. This Agreement shall be governed by the laws of the State of New York without regard to its conflicts of law provisions. Disputes arising under this Agreement shall be adjudicated in the state or federal courts of the State of New York, New York County and both parties agree to waive any defense of inconvenient venue or forum.

20. Survival. The foregoing provisions regarding the parties' rights and obligations with respect to indemnification, insurance, Licensor's obligation to repair and restore the Licensed Premises, as well as any other provisions necessary to interpret the respective rights and obligations of the parties under this Agreement, shall survive the expiration or earlier termination of this Agreement.

21. Entire Agreement. This Agreement represents is the entire understanding and agreement between the parties, and may not be altered except by another written agreement signed by both parties. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall be deemed one Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This Agreement and any written amendments hereto may be executed by facsimile.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first written above.

LICENSOR:

JETBLUE AIRWAYS CORPORATION

By: _____

Name: MARTIN ST. GEORGE

Title: SVP MARKETING AND COMMERCIAL STRATEGY

LICENSEE:

TRAVELEX CURRENCY SERVICES, INC.

By: _____

Name: JON DARLIN

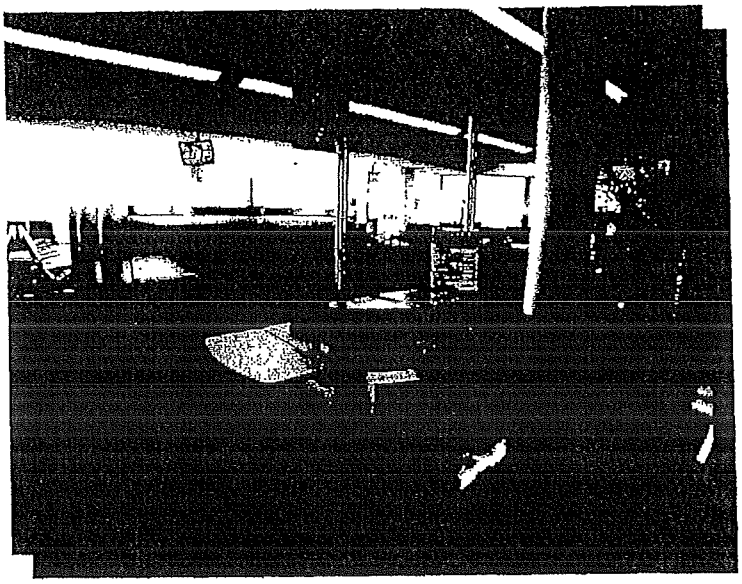
Title President

SCHEDULE 1

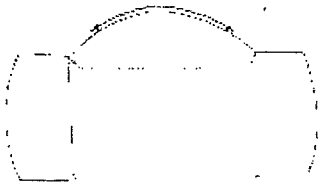
DESCRIPTION OF THE LICENSED PREMISES

Travelex worldwide money

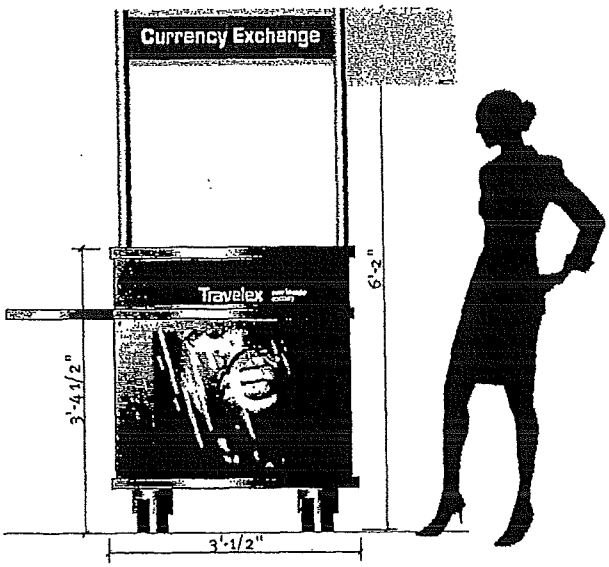
Shop About



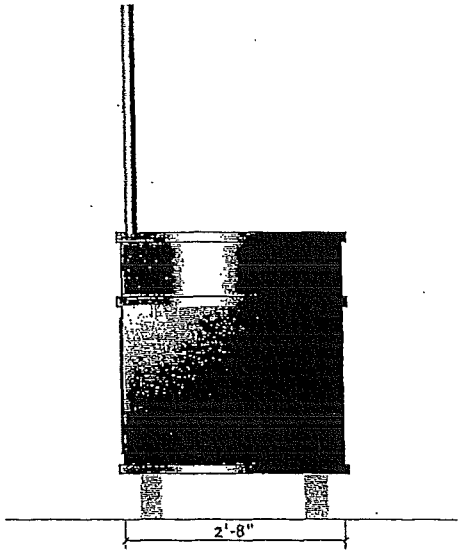
- Structure is powder coated steel sheet metal, gauge ranges from 10-20 gauge
- Countertops are plastic laminate
- Casters rubber tire like, non-skid/non-marking, 5" plate mounted; 2 casters are directional lock and 2 are total lock
- Powered version includes 150 amp hour battery enclosure with 7' power cord. The battery used on this cart is the 400-5194-00 12V 80AH AGM EXTENDED POST BATTERY.
- Overall weight capacity of 150 pounds. Flip up shelves have weight capacity of 50 pounds each



top view



front view



side view

MS

Kiosk & Mobile Options

Rev 3 – March 30, 2010

lg+a architects, pc
© 2008

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 Sublicenses. 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/Licensee, the term Concessionaire shall mean the Lessee or Licensee, as the case may be, herein.

Initialed:

For the Port Authority

For the Licensee

For the Licensor

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

TRAVELEX CURRENCY SERVICES, 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:

TRAVELEX CURRENCY SERVICES, INC,

BY:_____

DATE: 8-31-2012

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 22nd day of October 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 JETBLUE AIRWAYS CORPORATION

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

On the 28th day of SEPTEMBER in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared MARTIN ST. GEORGE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

JOHN ROSSI
Notary Public, State of New York
No # 02RO6199098
Qualified in Kings County
Commission Expires 01

FOR LICENSEE

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

On the 31 day of August in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Jon Dario, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

WILLIAM D. HILLS
Notary Public, State of New York
No. 01HI6172587
Qualified in New York County
Commission Expires Aug. 13, 2015

THIS CONSENT 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

Agreement No. AYE-057
Lease No. AYB-876
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of January 1, 2010 (the "Effective Date"), by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), BRITISH AIRWAYS PLC (hereinafter called the "Lessee") and TRAVELEX CURRENCY SERVICES, INC. (hereinafter called the "Sublessee"), a corporation organized and existing under the laws of the State of Delaware with an office and place of business at 29 Broadway New York, NY 10006, whose representative is Susan Druckman.

WITNESSETH, That:

WHEREAS, the Port Authority and the Lessee have heretofore entered into an agreement of lease, dated as of January 4, 1988, and identified by Port Authority Agreement No. AYB-876 (which agreement, as the same has been or may hereafter be supplemented and amended, is hereinafter called the "Lease") pursuant to which the Lessee hired and took from the Port Authority certain premises at John F. Kennedy International Airport (herein called the "Airport") all as more particularly described in the Lease (said premises being hereinafter referred to as the "Premises");

WHEREAS, the Lessee has requested the consent of the Port Authority to the attached proposed concessionaire sublease agreement, made as of January 1, 2010, between the Lessee and the Sublessee (hereinafter called the "Sublease") covering portions of the Premises under the Lease (such portions being hereinafter collectively referred to as the "Space");

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

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

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

to the Sublease.

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Lessee or the Sublessee, on the earliest to occur of the day preceding the date of expiration or earlier termination of the Lease, the effective date of any revocation of this Consent Agreement pursuant to paragraph 8 hereof, or such earlier date as the Lessee and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Lessee under the Lease or release or relieve the Lessee from the same or from any of the terms, provisions, covenants and conditions of the Lease on its part to be kept, performed or observed. The Sublessee shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Lessee shall at any time be in default of its obligations under the Lease, 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. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent Agreement but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

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

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

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Lessee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease (in whole or in part) the Space or any part thereof, be deemed to imply or infer that Port Authority consent or approval thereto pursuant to the Lease 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 approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) (i) The Sublessee acknowledges and agrees that it shall pay directly to the Port Authority Ex. 2.a. the Minimum Annual Guaranteed Rent, Percentage Rent and Additional Rent, as such terms are defined in the Sublease.

(ii) Notwithstanding anything to the contrary stated in Section 13.1 (a) of the Sublease, the Port Authority does not and shall not grant or Sublease a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority. Nor shall the Port Authority grant any rent abatements which are not consistent with the Port Authority's general practices and/or policies with regard to rent abatement.

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

6. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

7. The granting of the consent hereunder by the Port Authority shall not be or be deemed to operate as a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease or other agreement (by the Lessee or by the Sublessee) with respect to the use or occupancy of the Space or any other portion or area of the Premises under the Lease, or to any

assignment of the Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

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

(b) In the event the Port Authority exercises it right to revoke this Consent Agreement for any reason other than "without cause", the Sublessee 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 Consent Agreement including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent Agreement.

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

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

11. (a) Notwithstanding anything to the contrary stated in Section 2.3 of the Sublease, the Sublessee shall fail to pay any amount required under this Consent Agreement when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

(b) 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 Agreement or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this 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.

(c) Nothing in this paragraph 11 is intended, or shall be deemed, to affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including, without limitation, the Port Authority's rights to revoke this Consent Agreement or (ii) any obligations of the Sublessee under this Consent Agreement.

12. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees and also others on the Space covered by the Sublease or at the Premises or on the Airport with the consent of the Sublessee.

13. It is hereby acknowledged and agreed by the Lessee and the Sublessee that the Port Authority has no obligation under the Lease, this Consent Agreement or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Premises, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Lease or upon revocation of this Consent Agreement with or without cause (in accordance with the terms of paragraph 8 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Lessee to pay, subsidize or finance said capital investment.

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

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

15. (a) In addition to the insurance required to be maintained by the Lessee

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

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

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written

advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

16. Without limiting the generality of the provisions of this Consent Agreement, the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Lease or this Consent Agreement then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Lease.

17. 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 Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

18. (a) Nothing contained in this Consent Agreement nor in the Sublease, including, without limitation, the payment obligation of the Sublessee under Section 2 of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Lease. Neither a partnership nor any joint venture is hereby, or by the Sublease, created or implied notwithstanding the provisions of Section 2 of the Sublease.

created or implied notwithstanding the provisions of Section 2 of the Sublease.

(b) Without limiting the generality and notwithstanding the provisions of paragraph 4(a) herein, the Sublessee and the Lessee further acknowledge and expressly agree that the Port Authority shall have the right to enforce the Sublease directly against the Sublessee, including but not limited to all insurance provisions thereof.

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

20. (a) (a) The Sublessee shall deliver to the Port Authority, as initial security for all obligations under this Consent Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of Four Hundred Sixty-two Thousand Five Hundred Dollars and No Cents ($462,500.00). 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 letting under this Consent Agreement and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Sublessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in cash or bonds or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective letting, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Consent Agreement on the part of the Sublessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Sublessee made thereafter, the Port Authority will return the security deposit, if any, thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of this paragraph. The Sublessee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Consent Agreement and fulfillment of the obligations of the Sublessee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Sublessee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(b) The Sublessee hereby certifies that its Federal Tax Identification Number is Ex. 1/4 for the purposes of subparagraph (a) above.

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

22. This Consent Agreement is subject to the requirements of the U.S. 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, 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 provisions of Schedule G, attached hereto and hereto made a part hereof.

23. City Lease Provisions:

(a) Certain Definitions.

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

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

(b) The Sublessee acknowledges that it has received a copy of, and is familiar

with the contents of, the City Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the City Lease.

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

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

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

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

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the City Lease that arise out of the Sublessess's operations at the Airport, or arise out of the acts or omissions of the Sublessess's officers, employees, agents, representatives, contractors, customers, business visitors and guests at the Airport with the Sublessess's consent;

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

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

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

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

24. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform the operations permitted under this Consent Agreement and/or the Sublease, after the expiration, revocation or termination of the term granted under this Consent Agreement or the Sublease, as such effective term

may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Consent Agreement or other remedies the Port Authority may have by law or otherwise, the Sublessee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Sublessee shall cease to perform the operations at the Airport under the Sublease, equal to twice the sum of the monthly amount due to the Port Authority under this Consent Agreement. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform the privilege granted under this Consent Agreement at the Airport after the expiration, revocation or termination of the term granted under this Consent Agreement and/or Sublease. The Sublessee acknowledges that the failure of the Sublessee to cease to perform the operations 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 Sublessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

25. The Sublessee and Lessee specifically agree not to interpose any claims as counterclaims in any summary proceeding for possession or in any action for non-payment of rents, fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

26. Notwithstanding anything to the contrary stated in the Sublease, Section 6.4 shall be, and be deemed, deleted in its entirely and the following Section 6.4 shall be substituted in lieu thereof:

"Section 6.4 Operation and Maintenance Fee ("O&M Fee").

(a) Concessionaire shall pay to Sublandlord an Operations and Maintenance Fee ("O&M Fee") in the amount of Concessionaire's proportionate share of all costs and expenses incurred by Sublandlord for the benefit of concessionaire in the operation of the concession space within the Terminal ("O&M Costs"). O&M Costs include, but are not limited to: trash removal; operations, maintenance, and repair of heating, cooling and ventilation systems; water, power, gas and sewerage charges; and all other direct costs and expenses properly chargeable to the operation, maintenance or repair of such systems and services.

(b) Concessionaire's proportionate share of the O&M Costs shall be a fraction, the numerator of which shall be the Weighted Floor Area of the Concessionaire Premises, as that term is herein defined, and the denominator shall be the sum of the weighted floor areas leased and occupied by Concessionaires to which O&M Costs are allocated by

Sublandlord. The calculation of the amount of costs and expenses incurred by Sublandlord in connection with the operation of the concession space within the Terminal, which shall be an allocation which is derived from the total costs and expenses incurred by Sublandlord in connection with the Terminal as a whole, shall be determined by the Sublandlord in good faith, in a consistent manner from year-to-year, and, in addition, in a manner capable of substantiation.

(c) The O&M Fee shall be paid in monthly installments on the first day of each calendar month, commencing on the Minimum Annual Guaranteed Rent Commencement Date, in advance in an amount estimated by Sublandlord as and for Additional Rent. After the end of each calendar year, Sublandlord shall furnish Concessionaire with a statement, of the actual O&M Fees paid and O&M costs incurred by Sublandlord during such period, prepared in accordance with sound accounting practices. If the total amount concessionaire has paid on account of the O&M Fee for any calendar year (or partial calendar year, as the case may be) is less than the amount due from Concessionaire for such calendar year or partial calendar year as shown on such statement, Concessionaire shall pay to Sublandlord the difference between the amount due and the amount Concessionaire has paid within five (5) days after Sublandlord delivers such statement to Concessionaire. If the total amount Concessionaire has paid exceeds the amount due from Concessionarie, such excess shall be credited solely against payments for the O&M Fee next coming due, and if no payment s are next coming due, then against that portion of the Minimum Annual Guaranteed Rent not to be paid to the Port Authority due subsequently until such credit is exhausted. If that portion of the Minimum Annual Guaranteed Rent not to be paid to the Port Authority due subsequently pursuant to this Sublease is insufficient to fully absorb such excess, Sublandlord shall refund to Concessionaire the part of such excess which cannot be used as a credit as aforesaid. For purposes of this Sublease, the Weighted Floor Area of the Concessionaire Premises is 100% of the Floor Area of the Concessionaire Premises."

27. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under the Consent Agreement, the Sublessee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Sublessee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Sublessee shall 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 Terminal, or against its operations thereat pursuant to the Consent Agreement, 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 the Consent Agreement.

(b) Labor peace agreement. The Sublessee represents that, prior to or upon entering into the Consent 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 Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "**Predecessor Concession**"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the 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 subleased 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 the Consent Agreement.

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

28. This Consent Agreement and any claim, dispute or controversy arising out of, under or related to this Consent shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

29. No Commissioner, director, officer, agent or employee of either party shall be charged

personally by the other party with any liability, or held liable to the other party, under any term or provision of this Consent Agreement, or because of the party's execution or attempted execution, or because of any breach thereof.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Asst Director, Business Properties & Airport Development

(Seal)

ATTEST:

Secretary
GENERAL COUNSEL, AMERICAS

BRITISH AIRWAYS PLC

By

(Title) Chief Executive Officer ~~President~~

(Corporate Seal)

ATTEST:

Ass. Secretary

TRAVELEX CURRENCY SERVICES, INC.

By

Jon Dario

(Title) President

(Corporate Seal)

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

TRAVELEX CURRENCY SERVICES 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:
TRAVELEX CURRENCY SERVICES INC.

BY:_____

DATE:_____

FOR THE UNION:
[Insert Name of Labor Organization]

BY:_____

DATE:_____

Initialed:

_____
For the Port Authority

_____
For the Sublessee

_____
For the Lessee

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

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

Initialed:

For the Port Authority

For the Lessee

For the Sublessee

CONCESSIONAIRE SUBLEASE

between

BRITISH AIRWAYS PLC

(hereinafter referred to as "**Sublandlord**')

and

TRAVELEX CURRENCY SERVICES INC.

(hereinafter referred to as "**Concessionaire**')

For

A PORTION OF TERMINAL 7 IN JOHN F. KENNEDY INTERNATIONAL AIRPORT

NOTICE ADDRESS:

SUBLANDLORD:
75-20 Astoria Boulevard
Jackson Heights, New York 11370
Attention: Steve Clark, Senior Vice-President, Customer Service

With a copy to:
James B. Blaney
Senior Counsel, Americas
75-20 Astoria Boulevard
Jackson Heights, New York 11370

PORT AUTHORITY:
Manager of Central Business
Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003

With copy to:
Chief, Leases Division
Port Authority of New York and New Jersey
Law Department
225 Park Avenue South
New York, New York 10003

CONCESSIONAIRE:
Travelex Currency Services, Inc.
29 Broadway, First Floor
New York, NY 10022
Attention: Jon Dario

With a copy to:
Travelex Currency Services, Inc.
29 Broadway, First Floor
New York, NY 10022
Attention: Legal Department

SCOPE OF SUBLEASE

This Sublease sets out the terms and conditions applicable to the Concessionaire for the rental of space at Terminal 7, John F. Kennedy International Airport as confirmed by the Sublandlord.

It is agreed that the details set out in this Sublease and the Appendices to form the agreement between the parties.

AGREEMENT PERIOD:

British Airways Plc and Travelex Currency Services Inc. enter into this Sublease, effective as of January 1, 2010 until October 31, 2015

By signing below, each Company's authorised representative confirms that he/she has authority to act on behalf of the Company and that the Company has agreed to the details set out in this agreement:

For and on behalf of BRITISH AIRWAYS PLC	**For and on behalf of TRAVELEX CURRENCY SERVICES INC.**
Signature:	Signature:
Print Contact: NEIL EVANS	Print Contact JON Dario
Title: SVP FINANCE	Title: President
Date: 21 APRIL 2010.	Date: 4/20/10

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DEFINITIONS AND INTERPRETATIONS

In this Agreement, except where the context otherwise requires, the following terms shall have the following meanings:

Additional Rent: The collective term for all sums of money required to be paid by Concessionaire to Sublandlord or the Port Authority, other than Base Rent, as that term is defined below, and including, without limitation, the Operations and Maintenance Fee and Marketing Fee, as those terms are hereinafter defined.

Address for payments to Port Authority: P.O. Box 17309, Newark, New Jersey 07194.

Address for payments to Sublandlord: British Airways, Concessions Management Terminal 7, JFK International Airport, Jamaica, New York 11430

Airport: John F. Kennedy International Airport.

Annual Statement: A statement from, and certified as being true, accurate and complete by, Concessionaire and delivered to the Sublandlord and the Port Authority, stating the amount of Gross Receipts from the Concessionaire for the previous calendar year or partial calendar year.

Audit: A complete audit to be made, by an independent certified public accountant selected by Sublandlord or the Port Authority, as the case may be, of the Records of the Concessionaire for the period covered by any Monthly Statement or Annual Statement.

Bond: Letter(s) of credit for the benefit of the Sublandlord and the Port Authority, respectively, issued by a party or parties approved by the Sublandlord and the Port Authority, as the case may be, as to the surety or letter of credit in its respective favor, which provides Sublandlord or the Port Authority, as the case may be, the right to make an immediate demand upon the issuer thereof for any Rent that may be owned to Sublandlord, or the Port Authority, as the case may be, by the Concessionaire.

Commencement Date: effective as of January 1, 2010

Common Areas: All portions of the Terminal, except for those portions (I) included within each of the premises subleased to concessionaires including, but not limited to, the Concessionaire Premises; and (2) not open or available for use by the general public, as more fully set forth in Section 6.1.

Concessionaire Premises: That portion of the Premises subleased to the Concessionaire and depicted on Exhibit A, comprised of the following Spaces:

Departures Foreign Currency Kiosk	F16
Arrivals Foreign Currency Kiosk	A4
Automated Teller Machine (ATM)	5 Locations (1 = arrivals level, 1 = ticketing level, 3 = departures level)

Concessionaire Sublease: This Sublease, which shall be void *ab initio* and of no force and effect unless and until such time as the Concessionaire, Sublandlord, and the Port Authority have executed a consent agreement in the form of a so-called " Privilege Permit", or other form of consent agreement provided by the Port Authority, evidencing the consent of the Port Authority to this Sublease, which issuance is within the sole and absolute discretion of the Port Authority.

Concessionaires: All third parties to whom the Sublandlord subleases or licenses portions of the Premises.

CPI: The twelve (12) month average of the Consumer Price Index [U.S. -All Items in Commodity Groups-New York Area Only, Urban Wage Earners and Clerical Workers of the U.S. Department of Labor 1982-84= 100].

Default Rate: A rate of interest being the lesser of (a) the Prime Rate, plus four percent (4%); and (b) the highest rate then allowed under the usury laws of the State of New York.

Delivery Date: As it applies to any portion of the Concessionaire Premises, the date on which possession of said portion of the Concessionaire Premises is delivered to Concessionaire by British Airways.

Delivery Service: Federal Express or similar nationally recognized overnight courier service.

Airport Concessions Disadvantaged Business Enterprise: An individual or entity meeting the requirements of a disadvantaged business enterprise as defined in US Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, and certified as a ACDBE by the Port Authority.

Enplanement or **Enplaned Passenger**: Any local originating, connecting or through passenger that boards a flight from the Terminal, excluding passengers who have disembarked and reboarded for the purpose of continuing their journey on the same aircraft with the same flight number.

Event of Default: Certain failures by the Concessionaire, as more fully set forth in Section 13. I.

Expiration Date: October 31, 2015, unless sooner terminated in accordance with the provisions of this Sublease

Federal Aviation Administration or FAA: The United States Federal Aviation Administration, and any successor agency, office or department thereof.

Floor Area of Concessionaire Premises: The total area of Concessionaire Premises equal to 606 sq ft, comprised as follows:

Departures Foreign Currency Kiosk	F16	322 sq ft
Arrivals Foreign Currency Kiosk	A4	204 sq ft
Automated Teller Machine (ATM)	5 Units	(1 = arrivals level, 1 = ticketing level, 3 = departures level) 74 sq ft

Food Court Common Areas: That portion of the Common Areas primarily intended for (a) public circulation to and from certain food and beverage Concessionaires and (b) a public seating area containing tables and chairs for use by passengers, employees and other visitors to the Terminal to consume purchases from said food and beverage Concessionaires, as further depicted in Exhibit A.

GAAP: Generally Accepted Accounting Principles.

Governmental Authority or Governmental Authorities: The United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any

quasigovernmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority, now existing or hereafter created, having jurisdiction over the Airport or any portion thereof.

Gross Receipts: As that term is defined in Section 2.1 (b)(iv), below.

Initial Build Out Costs: The aggregate of the so-called hard and soft costs incurred by the Concessionaire in connection with the development, design, construction, furnishing, fixturing and equipping of the Concessionaire Premises.

Initial Improvements: that work to be undertaken by Concessionaire in any portion of the Concessionaire Premises, following the Delivery Date of said portion of the Concessionaire Premises, as further described in Section 1.2(b) below.

Laws: All present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all Governmental Authorities now existing or hereafter created, and of any applicable fire rating bureau or other body exercising similar functions, affecting the Airport or any portion thereof.

Master Lease: That certain Agreement of Lease dated as of January 4, 1988 between the Sublandlord as the Lessee therein and The Port Authority of New York and New Jersey, and all amendments, supplements and revisions thereof, whether heretofore or hereafter made (collectively "Supplements") and known as Lease No. A Y8-876.

Minimum Annual Guaranteed Rent: $925,000.00 per annum, subject to the adjustment, as set forth in Section 2.1 (a) for the depicted spaces as set forth in Exhibit D

Minimum Annual Guaranteed Rent Commencement Date: January 1, 2010

Monthly Statement: A statement from and certified, as being true, accurate and complete by the Concessionaire to the Sublandlord and the Port Authority stating the amount of Gross Receipts from Concessionaire for the previous calendar month, and such other information as Sublandlord may reasonably request, each such statement to identify each location operated by Concessionaire within the Premises, irrespective of whether or not all such locations (if more than one) are operated under one or more Concessionaire Subleases.

Percentage Rent: That portion of the Gross Receipts of the Concessionaire to be paid as a component of Rent by the Concessionaire to the Sublandlord or Port Authority, as the case may be.

Percentage Rent Rates : Those rates identified as such in Exhibit D.

Permitted Operations: the operation of a foreign currency exchange center providing the following services: the purchase and sale of foreign currency banknotes, the purchase and sale of foreign and US$ travelers cheques, sale of travel insurance, (annual and flight plus), drafts and wires, money transmission, fax, copy, payroll check cashing, US$ and foreign ATMS, pre-paid cards US$ and foreign currency, pre-paid telephone calling cards.

Plans and Specifications: The plans and specifications approved by Sublandlord and the Port Authority, by which the Concessionaire will (a) design; (b) furnish; (c) fixture; and (d) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's

Tenant Alteration Application process, a copy of said form of said Application is attached hereto as Exhibit E.

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

Port Authority Consent: A written consent agreement in the form of a so-called "Privilege Permit", or other form of consent agreement provided by the Port Authority, evidencing the consent of the Port Authority to this Sublease, or amendments thereto, which issuance is within the sole and absolute discretion of the Port Authority.

Port Authority Percentage Rent: An amount equal to the Percentage Rent.

Premises: Those portions of the Terminal which are, from time-to-time, designated as such by the Sublandlord, but in no event shall it consist of less than the aggregate of (a) the Concessionaire Premises; (b) all other portions of the Terminal subleased to other concessionaires; and (c) and the Food Court Common Areas.

Prime Rate: That which is published, from time to time, in the Wall Street Journal as being the prime rate.

Protected Parties: All officers, directors, employees, agents and shareholders of the Sublandlord and its successors and assigns.

Records: Those records and books or account recording all transactions of the Concessionaire at, through, or in anyway connected with the Concessionaire Premises.

Rent: The collective term for Minimum Annual Guaranteed Rent, Percentage Rent and Additional Rent.

Sublandlord Percentage Rent: An amount equal to Ex. 2.a. the Percentage Rent.

Sublandlord's Work: That work to be done by or on behalf of the Sublandlord as more fully set forth in Exhibit B.

Substantial Completion: That stage in the process of the Sublandlord 's Work when such is sufficiently complete, as reasonably determined by Sublandlord, so that the Concessionaire may beneficially occupy the Concessionaire Premises for its intended use,

Term: The period beginning on the Commencement Date and ending on the Expiration Date, unless sooner terminated pursuant to the terms of this Sublease, including the right of Sublandlord to terminate this Sublease and all rights of the Concessionaire in accordance with the provisions of Section 17.17 below

Terminal: That portion of the Airport currently and commonly known as Terminal 7 or the British Airways Terminal.

Transportation Security Administration or **TSA**: The United States Transportation Security Administration, and any successor agency, office or department thereof

TABLE OF EXHIBITS:

A Depiction of Concessionaire's Premises
B Description of Sublandlord's Work
C Disadvantaged Business Enterprise Provisions
D Percentage Rent Rates
E Form of Port Authority and Tenant Alternation
F Guaranty
G Affirmative Action Policy
H Standards of Operations
I Permitted Operations and Branded Concepts Schedule 6.4

CONTRACT TERMS AND CONDITIONS

SECTION 1 – GRANT AND PREMISES

1.1: GRANT AND PREMISES

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

(b) The foregoing grant and demise to Concessionaire includes the non-exclusive right of the Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under the Concessionaire to use the Airport, pursuant to the terms of the Master Lease, including, but not limited to, Section 6 (Common Area), thereof, in common with all others permitted to use the Airport by the Port Authority.

1.2: DELIVERY OF PREMISES; WORK OF SUBLANDLORD AND CONCESSIONAIRE

(a) Sublandlord will perform or cause to be performed, the Sublandlord's Work, if any, as more fully set forth in Exhibit B. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation, duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except as expressly set forth herein.

(b) Concessionaire covenants and agrees that, to the extent not required to be completed by the Sublandlord, it shall undertake, at no cost to the Sublandlord or Port Authority, improvement of the Concessionaire Premises, which improvement shall include the (l) design; (2) furnishings and fixtures; (3) leasehold improvements and; (4) equipping of the Concessionaire Premises (said work herein referred to as the "Initial Improvements"), and shall expend for said Initial Improvements an amount not less than $250,000.00, and Concessionaire will provide to Sublandlord such documentation as is reasonably required to evidence and support such expenditure. Subject to delays beyond Concessionaire's control, Concessionaire shall cause the Initial Improvements to proceed diligently to completion in accordance with the Plans and Specifications. Concessionaire agrees to complete the Initial Improvements within 3 months of the Date of Delivery, except as such date may be extended by Sublandlord. Concessionaire covenants that it will, at all times, conform with all Laws, the Master Lease and the Tenant Alteration Application process of the Port Authority. Sublandlord will take reasonable steps to assist Concessionaire to secure all necessary Port Authority approvals.

SECTION 2 – RENTAL

2.1: BASE RENT

For each calendar year, Concessionaire shall pay to Sublandlord and Port Authority, or such other party or parties as the Concessionaire is from time-to-time notified in writing, as Base Rent, an amount equal to the greater of the (I) Minimum Annual Guaranteed Rent, without regard to any waiver or abatement as set forth herein and (2) Percentage Rent. All payments of Base Rent shall be due and payable without prior demand or notice.

(a) MINIMUM ANNUAL GUARANTEED RENT.

(i) Calculation of Minimum Annual Guaranteed Rent

(A) Minimum Annual Guaranteed Rent shall be due and be paid in twelve (12) equal monthly installments, in advance, on the first day of the first month following the Minimum Annual Guaranteed Rent Commencement Date and continuing through the remainder of the Term thereafter.

(B) Notwithstanding anything herein contained to the contrary, in the event the Concessionaire does not initially open for business on or before the Minimum Annual Guaranteed Rent Commencement Date, then, for the period commencing on the Minimum Annual Guaranteed Rent Commencement Date, until the date such Concessionaire initially opens for business ("Stub Period"), Concessionaire shall pay to Sublandlord, as liquidated damages, and not as a penalty, an amount equal to the Minimum Annual Guaranteed Rent for such Concessionaire Premises ("Stub Rent") pro rated, on a daily basis, and paid, in advance, on the first day of the first calendar month following the Stub Period. Upon the initial opening for business by such Concessionaire, the Minimum Annual Guaranteed Rent shall thereafter begin to accrue in accordance with the terms of this Sublease and be paid in accordance with the terms set forth herein.

(ii) Concessionaire acknowledges and agrees that, of the Minimum Annual Guaranteed Rent, Ex.2.a. thereof is due and payable by Concessionaire to the Port Authority, on a monthly basis ("Port Authority Minimum Annual Guaranteed Rent"). Therefore, Port Authority Minimum Annual Guaranteed Rent shall be paid, directly to the Port Authority, in equal monthly installments, on the first day of the month following the Minimum Annual Guaranteed Rent commencement Date, and the Minimum Annual Guaranteed Rent for the first calendar year shall be prorated on a per diem basis. Subsequent to the Minimum Annual Guaranteed Rent Commencement Date, the Concessionaire shall deliver to the Sublandlord a statement confirming the Minimum Annual Guaranteed Rent Commencement Date.

(iii) During each calendar year that an amount equal to of the Percentage Rent shall exceed the Minimum Annual Guaranteed Rent for the same calendar year, then the Minimum Annual Guaranteed Rent for the next succeeding calendar year shall be an amount equal to said eighty-five percent (85%) of the Percentage Rent.

(b) PERCENTAGE RENT.

(i) Percentage Rent from Concessionaire shall be equal to the product of the Percentage Rent Rates applicable to the merchandise sold or services offered by the Concessionaire within the Concessionaire Premises, multiplied by the Gross Receipts.

(ii) Commencing with the second (2nd) month of the Term, Percentage Rent shall be paid by Concessionaire to Sublandlord, as to the Sublandlord Percentage Rent, and the Port Authority, as to the Port Authority Percentage Rent, without prior notice or demand, within fifteen (15) days after the end of each month of the Term ("Percentage Rent Payment Date"); provided however, in no event shall either the Sublandlord Percentage Rent or Port Authority Percentage Rent be less than the amount due to the Sub landlord or Port Authority, as the case may be, as Minimum Annual Guaranteed Rent.

(iii) If, for any calendar year or partial calendar year, as the case may be, the total amount of monthly installments of Percentage Rent for such period is less than the total amount of Percentage Rent required to be paid for said period, Concessionaire shall pay to the Sublandlord or the Port Authority, or both, as the case may be, the amount of such deficiency together with the delivery of the Annual Statement. If, at the end of any calendar year or partial calendar year, as the case may be, the total amount of Percentage Rent paid by Concessionaire for such period was in excess of amount of Percentage Rent required to be paid hereunder for said period, then such excess shall be deemed to be prepaid Percentage Rent and shall be applied as a credit against Percentage Rent thereafter becoming due and payable by Concessionaire to Sublandlord or Port Authority, or both, as the case may be, until such credit is exhausted. This obligation shall survive the expiration or sooner termination of this Sublease. In the event the Percentage Rent paid in the final Sublease year exceeds the amounts owed to Sublandlord hereunder, such excess sum will be promptly repaid to Concessionaire following conclusion of the Sublease term.

(iv) The term Gross Receipts, for each calendar year or partial calendar year, shall mean and include all monies paid or payable to Concessionaire for sales made and, services rendered at or from the Concessionaire Premises, regardless of (A) when during a calendar year sales are made and (B) where the order is filled or from where it is shipped, if the order was taken at the Concessionaire Premises, provided however the following shall be excluded, or, if included, may be deducted therefrom: (I) taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Concessionaire; (2) receipts of Concessionaire which arise from its operations, if any, under any other agreement with the Port Authority and which are subject to a percentage rental or fee under that agreement; (3) refunds for merchandise returned by customers; (4) the amount of gratuities paid or given by patrons or customers to employees of Concessionaire or others employed at or serving at any of the facilities being operated by Concessionaire; (5) bona fide transfers of merchandise to or from the Concessionaire Premises to any other stores or warehouses of Concessionaire; (6) sales of Concessionaire's fixtures and store equipment not in the ordinary course of such Concessionaire's business; (7) returns to shippers, suppliers or manufacturers; and (8) insurance proceeds received from the settlement of claims for loss of or damages to merchandise, fixtures and other personal property of the Concessionaire other than the proceeds of business interruption insurance. During all time periods for which Gross Receipts are computed, in the event the foregoing definition produces a negative number, Gross Receipts shall be deemed to equal zero. The full amount of any payments received by Concessionaire from any third party as consideration for (i) promotions,(ii) advertising, or (iii) the prominent display of merchandise and/or the placement of promotional material in the Concessionaire Premises from a supplier of goods (such latter promotional considerations commonly referred to as "Retail Display Allowance") shall be included in the Gross Receipts for the year within which such payment was earned, irrespective of when received. The amount of Gross Receipts shall be determined and based upon the amount that Concessionaire reports to Sublandlord and the Port Authority as the Gross Receipts for each such reporting period, as adjusted, thereafter after examination of Concessionaire's books and record and/or Audit by either or both of the Sublandlord and the Port Authority. Except as otherwise provided for

herein, if any charge for any of the products or services provided hereunder is not assessed, charged or collected, irrespective of the reason therefor, the proper amount of such charge shall, nevertheless, be included in Gross Receipts. Further, no deduction shall be madefrom Gross Receipts by reason of any credit loss, charge or deduction that may be incurred by reason of the acceptance or use of credit cards or other credit or charge arrangements.

2.2: ADDITIONAL RENT.

Additional Rent, if any, shall be paid within ten (10) days after receipt of a bill therefor.

2.3: LATE CHARGE, DEFAULT RATE, LOCATION FOR PAYMENTS

(a) Unless specifically stated otherwise in this Sublease, Rent shall be due and payable as indicated herein. The parties hereby agree that late payment by Concessionaire of any Rent may cause Sublandlord to incur certain costs and expenses not contemplated under this Sublease; the exact amount of which costs are extremely difficult to determine. In the event Concessionaire fails to pay any Rent to Sublandlord on or before the 5th day after same is due to Sublandlord, then Concessionaire shall pay to Sublandlord a late charge of five percent (5%) of the amount not so paid as damages for the failure to make prompt payment. In the event Concessionaire pays said late charge, but fails to pay contemporaneously therewith all unpaid amounts of Rent then due to Sublandlord and payable, Sublandlord's acceptance of this late charge shall not constitute a waiver of Concessionaire's failure with respect to Concessionaire's nonpayment or prevent Sublandlord from exercising all other rights and remedies available to Sublandlord.

(b) Late Charges

(i) Any amount due from Concessionaire to Sublandlord, which is not paid when due (including, without limitation, amounts due as reimbursement to Sublandlord for costs incurred in performing obligations of the Concessionaire) shall bear interest at the Default Rate from the date due until paid (such interest hereinafter referred to as " Interest Charges"), unless otherwise specifically provided herein, but the payment of such Interest Charges shall not excuse or cure any failure or default under this Sublease. Interest Charges shall not accrue with respect to disputed items being contested in good faith by Concessionaire; however, Interest Charges shall accrue on any disputed item not paid within five (5) days from the date of resolution computed from the date of resolution.

(ii) If Concessionaire should fail to pay any amount required under this Sublease or the Port Authority Consent to the Port Authority, including without limitation any payment of any Rent, 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 (herein below described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eighteenths 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. Each late charge shall be payable immediately upon demand made at any time therefore 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 this subsection with respect to such unpaid amount. Nothing herein is intended to, or shall be deemed to affect, alter, modify or diminish in any way any rights of the Port Authority under this Sublease or the Port Authority Consent, as the case may be. In the event that any late charge imposed pursuant to this subsection shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable hereunder shall be payable instead at such legal maximum.

(c) Rent and all other sums payable by Concessionaire shall be paid in currency of the United States or other customary commercial manner at the Address for Payments to Sublandlord or Port Authority, as the case may be, or such other place as either or all may designate, from time to time, without any deductions or offsets, except as otherwise specifically permitted in this Sublease.

SECTION 3 – RECORDS AND BOOKS OF ACCOUNT, AUDIT

3. 1: RECORDS

a) Concessionaire covenants and agrees to maintain all Records in accordance with GAAP during the Term, and for two full calendar years after the expiration or earlier termination of the Term or the Port Authority Consent ("Records Term"). The Records shall be kept at all times within the Port of New York District. Without implying any limitations on the rights of the Port Authority, but in addition thereto, if any Records are maintained outside of the Port of New York District, but within the continental United States, the Port Authority or the Sublandlord, in their respective discretion, both, may (i) require that such Records be produced within the Port of New York District; or (ii) examine such Records at the location at which they have been maintained and in such event, Concessionaire shall be required to pay to the Port Authority or the Sublandlord, or both, as the case may be, when billed, all travel and related expenses, as determined by the Port Authority and the Sublandlord, for the Port Authority's and Sublandlord's auditors and other representatives, employees and officers in connection with such examination and audit, or, if any such Records have been maintained outside the continental United States, then, in addition to the costs set forth in (ii), above, Concessionaire shall be required to pay to the Port Authority or the Sublandlord, or all, as the case may be, when billed, all other costs of the examinations and audits 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 or the Sublandlord, or both, as the case may be, for the purpose of conducting such examinations and audits. The foregoing auditing costs, expenses and amounts due to the (i) Port Authority shall be deemed fees and charges under the Port Authority Consent, payable to the Port Authority with the same force and effect as all other fees and charges payable thereunder; or (ii) Sublandlord, as Additional Rent, and be payable upon demand therefor.

b) Notwithstanding anything contained in this Sublease to the contrary, for purposes of this Sublease, Records shall exclude any books and records relating to any other locations owned or occupied by Concessionaire located at the Airport or any other business operations of Concessionaire, provided however, that this exclusion shall neither bind nor apply to the Port Authority and its right to inspect and Audit as herein provided. The Port Authority shall also be entitled to examine and audit the books and records of account of any company or entity which is owned or controlled by Concessionaire, or which owns or controls Concessionaire, or which is under common control with the Concessionaire, if said company performs services similar to those performed by the Concessionaire, and the Concessionaire shall make available such books and records to the Port Authority for such purposes to the same extent as would be required pursuant to paragraph (c) of this section.

c) Concessionaire shall permit during the Records Term, (i) the examination and audit of the Records by the officers, employees and representatives of either or both of the Sublandlord and Port Authority ("Audit"). Concessionaire shall make available to the Port Authority within the Port of New York District for examination and Audit pursuant hereto all of the Records; (ii) the inspection by the officers, employees and representatives of either or both of the Port Authority and Sublandlord of any equipment used by Concessionaire including, but not limited to sales registration and tracking devices such as cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to Concessionaire business and necessary or desirable to keep accurate records of Gross Receipts.

d) In the event Concessionaire shall fail to maintain, keep or make available for examination and Audit the Records in the manner and at the times or location as provided herein then, in addition to all and without limiting any other rights and remedies of the Sublandlord or the Port Authority, either or both may:

(i) Estimate the Gross Receipts of the Concessionaire on any basis that the Port Authority or the Sublandlord, in their respective sole discretion, shall deem appropriate, such estimation to be final and binding on the Concessionaire (but not on the remaining party having the benefit of this provision) and Concessionaire's Percentage Rent based thereon to be payable to the party conducting the Audit; or

(ii) If any such Records have been maintained outside of the Port of New York District, then the Port Authority or the Sublandlord, or all, may, in the exercise of the sole discretion of either, may require, on ten (10) days notice to Concessionaire, that such Records to be produced and made available within the Port of New York District for the Port Authority 's or Sublandlord's, or both, auditors and other representatives, employees and officers in connection with such examination and Audit.

3.2: REPORTS BY CONCESSIONAIRE

(a) Concessionaire shall furnish to Sublandlord and the Port Authority (i) the Monthly Statement by the Percentage Rent Payment Date, for the preceding month; and (ii) the Annual Statement on or before April 1st of each calendar year, for the preceding calendar year.

(b) Concessionaire shall timely provide to the Sublandlord and the Port Authority a Monthly Statement and Annual Statement together with all other documents, Records and materials requested or required to be delivered by Concessionaire to the Port Authority or Sublandlord.

3.3: SUBLANDLORD AUDIT ADJUSTMENTS; COSTS

If any Audit conducted by the Sublandlord of the Concessionaire discloses that the Gross Receipts as previously reported for the period audited were understated and additional Percentage Rent is due, then the Concessionaire shall be required to pay to (i) Sublandlord the additional Percentage Rent due thereto for the period audited within five (5) days after receipt of a statement therefor (together with a copy of the results of the Audit indicating the understatement); and (ii) within five (5) days of an invoice therefor, all costs of each such Audit.

SECTION 4 – INITIAL CONDITION OF CONCESSIONAIRE PREMISES

4.1: ACCEPTANCE

(a) Upon Substantial Completion, Concessionaire shall accept the Concessionaire Premises in their then-current condition, subject to such work as may be necessary to complete the work, if any, to be done by the Sublandlord, which work shall be completed by Sublandlord as soon as is reasonably possible.

(b) Concessionaire, by the acceptance of the tender of delivery by Sublandlord of the Concessionaire Premises at the date of execution hereof, shall be deemed the unequivocal representation, warranty and agreement by the Concessionaire that (a) Substantial Completion of the Sublandlord's Work has occurred; (b) Concessionaire has, subject to full completion of Sublandlord 's Work, accepted the Concessionaire Premises in all respects; and (c) Sublandlord has no obligation, duty or has made any agreement to do or cause to be done any other work in or to the Concessionaire Premises except to the extent otherwise set forth in this Sublease.

(c) Sublandlord makes no warranty, either express or implied, as to the condition of the Concessionaire Premises or the suitability of the Concessionaire Premises for Concessionaire's purposes or needs. If during the construction of Improvements, latent defects are discovered, Sublandlord and Concessionaire shall negotiate in good faith with respect to the costs for which each shall be responsible.

4.2: CHANGES TO PREMISES

(a) The Initial Improvements with respect to each portion of the Concessionaire Premises shall be made only in accordance with the provisions of Exhibits B and E.

(b) Changes, if any, made to the Concessionaire Premises from and after the completion of the Initial Improvements shall be made only in accordance with the Plans and Specifications and, in all events, in compliance with the Port Authority's Tenant Alteration Application process, which process must be complied with, in addition to, and not in lieu of, the provisions of this Section 4.2.

(c) Full and complete plans and specifications for all work, facilities, improvements and finishes, and the time required to complete same (" Plans and Specifications"), shall be first reviewed and approved in writing by Sublandlord and then submitted and approved by the Port Authority before any work or construction is commenced. Approval of Sublandlord shall include architectural and aesthetic matters and Sublandlord reserves the right to reject any layout or design proposal submitted and to require Concessionaire to resubmit any such layout or design proposal until it meets Sublandlord's approval.

(d) All improvements, furniture, fixtures, equipment and finishes, including the plans and specifications thereof, constructed or installed by Concessionaire, its subtenants, agents or contractors shall conform in all respects to applicable Laws including, but not limited to, the Americans with Disabilities Act of 1990, as amended. Any approvals given by Sublandlord shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with Concessionaire.

(e) All designs, colors, materials and construction shall be furnished as set forth in the Plans and Specifications. Concessionaire acknowledges that Sublandlord, or its designee, may from time to time inspect the progress of the work for conformance to the Plans and

Specifications. In the event Sublandlord, or its designee, determines, in their sole judgment, there is a material deviation from the Plans and Specifications, Concessionaire agrees, upon notice from Sublandlord, to promptly effect repairs or modifications to the improvements so as to conform to the Plans and Specifications. Concessionaire acknowledges and agrees that the any improvements to the Concessionaire Premises are subject to the inspection and acceptance of Sublandlord and the Port Authority.

4.3: CHANGES TO THE TERMINAL

Concessionaire acknowledges that it is aware that Sublandlord and the Port Authority each have the right, without compensation, or reimbursement to Concessionaire, or abatement of Rent, to make alterations to the Terminal, including any modifications of the Common Areas and, in connection with such alterations, may erect temporary scaffolds and other temporary aids to construction on the exterior of the Concessionaire Premises, and to install, maintain, use, repair and replace within the Concessionaire Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Terminal or Airport. Sublandlord will not unreasonably interfere with Concessionaire's business in the event of any changes pursuant to this Sublease

SECTION 5 – CONDUCT OF BUSINESS BY CONCESSIONAIRE

5.1: PERMITTED OPERATIONS

(a) Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations and for no other use or purpose, without first obtaining the prior written consent of the Sublandlord and the Port Authority, as set forth in the Port Authority Consent. If any governmental license or permit shall be required for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain each such license or permit and submit the same for inspection by Sublandlord or the Port Authority upon request therefore by Sublandlord and Port Authority, as the case may be.

(b) Notwithstanding the foregoing, the Permitted Operations shall exclude any operation that:

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

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

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

or

(iv) Is contrary to rules, regulations, policies or directives of the Port Authority.

(c) In addition to the uses excluded by (b), above, Concessionaire agrees that it may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority has reserved to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, if any, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones intended for use solely within the Airport, 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 (save and except for those owned and operated by Concessionaire within the Concessionaire Premises selling goods and services by Concessionaire the Concessionaire Premises), other than products specifically permitted to be sold in the Concessionaire Premises pursuant to this Sublease and, if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service airport operation information, messages and announcements.

(d) Concessionaire shall be specifically required and obligated to have continuously in-stock, on display and available for sale the Required Currencies as defined and more particularly described on Exhibit I. Upon request, Concessionaire must promptly provide Sublandlord, or its designee, with a complete list of all services and currencies and prices. Concessionaire understands that its rights hereunder are nonexclusive and agrees that

Sublandlord has the right to grant privileges under separate agreements for other concession services that may or may not be similar to the privileges granted herein to Concessionaire. In the event of a dispute between Concessionaire and any other lessee, licensee or concessionaire as to the respective rights of the respective lessees, licensees or concessionaires, Sublandlord shall determine the rights of each lessee, licensee or concessionaire and Concessionaire agrees to be bound by such decision.

5.2: OPERATION OF BUSINESS

(a) Concessionaire agrees and covenants to be open for business and diligently conduct its business (I) in a commercially reasonable manner, fully staffed with personnel that have been trained and are qualified for the positions held and duties to be discharged; (2) on such days and during such hours as determined from time to time by the Sublandlord; and (3) in accordance with the rules and regulations promulgated from time to time by the Sublandlord to regulate the use, occupancy and operation of the Concessionaires in the Premises, all of the foregoing being the " Standards of Operation" as more fully set forth in Exhibit H.

(b) Concessionaire shall promptly comply with all present and future Laws of all Governmental Authorities and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises which will violate any Laws; nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises which constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of said Master Lease.

(c) Concessionaire shall maintain a street pricing policy whereby certain goods, services, food or beverages, shall be subject to the restrictions and policies of the Port Authority.

(d) Concessionaire covenants and agrees to (I) assist and support all efforts of the Sublandlord and others to provide deliveries from the public access areas of the Terminal to and from the Premises and the Concessionaire Premises to and from the secure areas of the Terminal; and (2) coordinate with Sublandlord and others in matters essential to the efficient operation of the Premises and the Terminal.

(e) Sublandlord's Right to Monitor Performance

(i) Concessionaire shall maintain and operate the concessions granted hereunder in an orderly, proper and first-class manner which, in the sole judgment of Sublandlord, does not annoy, disturb or offend others at the Terminal. Sublandlord shall have the right to raise reasonable objections to the condition of the Concessionaire Premises, the Required Currencies, the hours of operation, the appearance and performance of service personnel and to require any such conditions or practices objectionable to Sublandlord to be remedied by Concessionaire. If requested by Concessionaire, Sublandlord shall reduce its objections to writing and provide Concessionaire an opportunity to reply to the objections, such reply to be given consideration by Sublandlord.

(ii) Concessionaire hereby acknowledges and agrees that Sublandlord shall have the right, at its cost, to audit, review, monitor, inspect or test all Concessionaire' s operations at any time through the use of its own direct review, the use of third parties and/or other means that do not unduly interfere with Concessionaire's operations. Concessionaire acknowledges that such audits and reviews will be conducted by Sublandlord, or its designee, and hereby agrees to cooperate with any such performance audit. Said performance audits may include minimum objective standards in the areas of (1) Required Currencies (2) customer service and (3) cleanliness and maintenance. If Concessionaire fails to

meet minimum standards in any of these areas, Sublandlord may, at its reasonable discretion, assess liquidated damages as set forth herein.

(iii) Repeated violations and deficiencies in performance by Concessionaire, or its permitted sub lessees, may be cause, at Sublandlord 's sole discretion, to terminate this Sublease.

(f) Failure to Comply with Standards of Operation

(i) Concessionaire acknowledges Sublandlord 's desire to provide the public and air traveler with the level and quality of service as described herein. Accordingly, Sublandlord has established a series of fees, as set forth in Table I of this Section 5.02(f), that it may assess, in its sole discretion, for various violations of this Sublease, as amended, as additional Marketing Fee (as said term is defined herein). Concessionaire and Sublandlord agree that the fees set forth herein are reasonable, and Concessionaire further agrees to pay to Sublandlord such fees in accordance with the rates or in the amounts specified herein upon written demand by Sublandlord. Concessionaire further acknowledges such fees are not exclusive remedies and Sublandlord may pursue other remedies, as allowed for in this Sublease, as amended, at its sole discretion.

(ii) Multiple Violations. Except for violations of requirements regarding operating hours, health code violations, and delivery and vendor access infraction, which shall accrue immediately and without notice upon violation, other fees shall not be assessed unless the violation continues for more than five (5) business days after Sublandlord has given to Concessionaire written notice of the violation; provided, however, after Sublandlord has given Concessionaire notice of a violation of the same operating requirement more than twice during any twelve (12) month rolling year commencing upon the first notice of violation of said operating requirement, the fee shall be immediately assessed with no opportunity to cure. Further, after four (4) violations of the same operating requirement within any twelve (12) month rolling year commencing upon the first notice of violation of said operating requirement, Sublandlord reserves the right, in its sole discretion, to deem said repeated violations a default hereunder and to seek any other remedies available to it under this Sublease, as amended, including, but not limited to, termination of this Sublease.

Table I - Performance Standard Fines

Infraction	Fee Schedule (per calendar year)
Required Currencies not available (as defined in Exhibit I)	$500 per day
Premises unclean, trash not picked up	$500 per day
Signage policy infraction	$50 per incident
Pricing policy infraction (following one Notices)	$100 per occurrence
Late Market Basket Survey	$100 per day
Delivery and vendor access infractions	$100 per occurrence
Operating Hours infraction (any locations)	$100 first occurrence $250 second occurrence $500 third occurrence $1,000 per occurrence thereafter
Inadequate Staffing (per location)	$ 100 first occurrence $250 second occurrence $500 third occurrence $ 1,000 per occurrence thereafter
Performance Audit Scores (per location) Scores below 90% Scores below 80% Scores below 70%	 $50 per occurrence $ 100 per occurrence $150 per occurrence

(g) Marketing Costs Recovery. Upon request by Sublandlord, but not earlier than the Minimum Annual Guaranteed Rent Commencement Date, Concessionaire shall pay to Sublandlord, on a monthly basis, as Additional Rent during each calendar year, a marketing costs recovery fee ("Marketing Fee") in the annual amount of reimbursement of Concessionaire's share of the costs of advertising, promotion and employee training programs conducted by Sublandlord, or its designees, relating to the concession program in the Terminal. At the beginning of each calendar year after the Minimum Annual Guaranteed Rent Commencement Date, the Marketing Fee shall be increased in proportion to the increase in CPI during the prior calendar year.

(h) In addition to its general obligation to comply with applicable Laws, Concessionaire specifically agrees to comply with all Port Authority, Transportation Security Administration, Federal Aviation Administration and Sublandlord security directives, rules and regulations, in effect as of the Commencement Date or as may be modified or enacted from time to time throughout the Term. Concessionaire understands and agrees that fines and/or penalties may be assessed by the TSA or FAA for Concessionaire's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Concessionaire's operations. In the event the Port Authority or Sublandlord shall be subject to any fine or penalty by reason of any violation at the Terminal of any such rule, regulation or standard, the Port Authority or Sublandlord may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Port Authority or Sublandlord that Concessionaire, or any party for which Concessionaire is liable under this Sublease, as amended, is responsible for all or part of the fine or penalty, the Concessionaire shall pay said amount of the fine or penalty.

5.3: HAZARDOUS MATERIALS

(a) For the purposes of this Sublease, the following terms shall have the following meanings: (i) the term "Hazardous Materials" shall mean: (A) any materials or substances that, whether by its nature or use, are subject to regulation under any Environmental Requirement, or (B) any materials, substances or wastes which are toxic, ignitable, explosive, corrosive or reactive, or (C) asbestos, or (D) petroleum and petroleum-based products, or (E) formaldehyde, or *(F)* polychlorinated biphenyls (PCB's), or *(G)* freon and other chlorofluorocarbons or (H) such other materials as are designated in a notice from Sublandlord to Concessionaire (whether such notice is provided before or after Concessionaire first commences to use any such materials and; (ii) the term "Environmental Requirement" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U. S..C. §960 l et seq.), the Hazardous Materials Transportation Act (49 U. S..C. § 180 l et seq.), the Resource Conservation and Recovery Act (42 U. S..C.. §6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U. S.C. §7401 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), all as presently in effect and as the same may hereafter be amended, any regulation pursuant thereto, or any other present or future law, ordinance, rule, regulation, order or directive addressing environmental, health or safety issues of or by any Governmental Authority.

(b) Both Concessionaire and Sublandlord acknowledge that one or more Governmental Authorities may require that employees of each and others be made aware of the conditions within which they are being asked to work and, in an effort to disclose such conditions to said employees, Sublandlord hereby (i) represents to Concessionaire that, other than those Hazardous Materials to which Sublandlord has notified Concessionaire in writing, there are no Hazardous Materials in the Terminal; and (ii) agrees that, if any Hazardous Materials are generated, manufactured, sold, transported or located at, on, in, under or about the Terminal, other than as a result of an act or omission of the Concessionaire, then Sublandlord shall at no cost, expense or liability to Concessionaire, to (l) cleanup and take whatever corrective action of any kind required under any Environmental Requirement; and (2) indemnify and hold harmless the Concessionaire from all losses, costs, expenses and liabilities therefrom, provided however the foregoing prohibition concerning Hazardous Materials shall not prevent the use of regular consumer products which contain amounts of such Hazardous Materials that are not prohibited by any law applicable thereto.

(c) Concessionaire covenants and agrees that by, through or under it (i) no Hazardous Materials will be generated, manufactured, sold. transported or located at, on, in, under or about the Concessionaire Premises; (ii) no Hazardous Material will be generated, manufactured, sold, transported or located at, in, on, under or about the Concessionaire Premises in a manner which violates any Environmental Requirement, or which requires cleanup or corrective action of any kind under any Environmental Requirement and (iii) no Hazardous Materials will be transported, released, emitted, sold, discharged, leached, dumped or disposed of from the Concessionaire Premises onto or into the Common Areas.

(d) Concessionaire covenants and agrees that it shall (i) notify the Port Authority and Sublandlord promptly in the event of any spill or other release of any Hazardous Materials at, in, on, under or about the Concessionaire Premises which spill or release is required to be reported to a Governmental Authority under any Environmental Requirement; (ii) promptly forward to the Port Authority and Sublandlord copies of any notices it receives relating to the alleged violations of any Environmental Requirement; (iii) promptly pay when due any fine or assessment as a result of its acts or omissions or those of any party acting under its control or direction; and (iv) defend, indemnify, and hold harmless the Sublandlord and the Port Authority

and their respective affiliates, subsidiaries, partners, members, management company, successors and assigns, and the employees, agents, officers, directors and Commissioners of any of them from and against any and **all** loss, claims; demands, penalties, causes of action, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) directly or indirectly arising out of, or in any way related to (l) any breach by it or any party acting under its control or direction of any of the provisions of this Section 5.03; (2) the presence, use, generation, transportation, disposal, spillage, discharge, emission, leakage, release, or threatened release of any Hazardous Materials which are at, in, on, under, about, from or affecting the Concessionaire Premises, including, but without limitation any damage or injury resulting from any such Hazardous Materials to or affecting the Concessionaire Premises or any soil, water, air, vegetation, buildings, personal property, persons or animals; (3) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Materials; or (4) any lawsuit brought or threatened, settlement reached, or order or directive of or by any Governmental Authority relating to such Hazardous Materials. The obligations set forth in this Section 5.3 shall survive the expiration or sooner termination of the Sublease.

SECTION 6 – COMMON AREAS

6.1: DEFINITION OF COMMON AREAS

For the purpose of this Sublease, the term "Common Areas" shall mean, all portions of the interior of the Terminal, save and except for those portions included within each of the Concessionaire Premises, intended to be used and used by either (a) the public or (b) the Sublandlord or Concessionaires in the course of receiving and making deliveries to the Premises. The Co mon Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Terminal; and (ii) those areas within the Terminal as may be provided by either the Sublandlord or the Port Authority, from time to time f r the convenience and use by the public or the Sublandlord or Concessionaires.

6.2: USE OF COMMON AREAS

Upon payment of the Rent and the performance and observance of all terms and conditions in this Sublease to be performed and observed by the Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or the Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of the Sublandlord and the Port Authority.

6.3: OPERATION AND MAINTENANCE; TERMINAL AND COMMON AREAS

Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Terminal in good order and repair, and in full compliance with all Laws, including but not limited to all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Terminal) and other systems and facilities servicing the Terminal, foundations, and the structural soundness of the floors and exterior walls in good order, repair and condition provided however the provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of the Sublandlord shall be controlled by either Article XI or XII, respectively, of the Master Lease and further provided that Sublandlord shall have the obligation to maintain or cause to be maintained the cleanliness and orderliness of the Food Court Common Areas, but such limited obligations shall not impose any obligation on the part of the Concessionaire to repair, restore, refurbish, correct, install, or in any other manner make any changes, alterations, improvements or the like to any portion of said Food Court Common Areas. The foregoing obligations of the Sublandlord shall include, but are not limited to, the responsibility and liability for the repair, maintenance, replacement and restoration of all systems servicing the Premises or all portions thereof, save and except for, and to the extent of, those systems installed within any of the Concessionaire Premises, by the Concessionaire to the extent that such system services only the Concessionaire Premises.

6.4: OPERATIONS AND MAINTENANCE FEE ("O&M FEE")

(a) Concessionaire shall pay to Sublandlord, an Operations and Maintenance Fee ("O&M Fee") in the amount of Concessionaire's proportionate share of all costs and expenses incurred by Sublandlord for the benefit of Concessionaire in the operation of the Terminal ("O&M Costs")

(b) Concessionaire's proportionate share of the O&M Costs shall be a fraction, the numerator of which shall be the Floor Area of the Concessionaire Premises and the denominator shall be the sum of the floor areas leased and occupied by concessionaires to which O&M Costs are allocated by Sublandlord. The calculation of the amount of costs and expenses incurred by Sublandlord in connection with the operation of the concession space within the Terminal, which shall be an allocation which is derived from the total costs and expenses incurred by Sublandlord in connection with the Terminal as a whole, shall be determined by the Sublandlord in good faith, in a consistent manner from year-to-year, and, in addition, in a manner capable of substantiation.

(c) The O&M Fee shall be paid in monthly installments on the first day of each calendar month, commencing on the Minimum Annual Guaranteed Rent Commencement Date, in advance in an amount estimated by Sublandlord as and for Additional Rent. After the end of each calendar year, Sublandlord shall furnish Concessionaire with a statement, of the actual O&M Fees paid and O&M Costs incurred by Sublandlord during such period, prepared in accordance with sound accounting practices. If the total amount Concessionaire has paid on account of the O&M Fee for any calendar year (or partial calendar year, as the case may be) is less than the amount due from Concessionaire for such calendar year or partial calendar year as shown on such Statement, Concessionaire shall pay to Sublandlord the difference between the amount due and the amount Concessionaire has paid within ten (10) days after Sublandlord delivers such Statement to Concessionaire. If the total amount Concessionaire has paid exceeds the amount due from Concessionaire, such excess shall be credited solely against payments for the O&M Fee next coming due, and if no payments are next coming due, then against that portion of the Minimum Annual Guaranteed Rent not to be paid to the Port Authority due subsequently until such credit is exhausted. If that portion of the Minimum Annual Guaranteed Rent not to be paid to the Port Authority due subsequently pursuant to this Sublease is insufficient to fully absorb such excess, Sublandlord shall refund to Concessionaire the part of such excess, which cannot be used as a credit as aforesaid.

SECTION 7 – MAINTENANCE OF PREMISES

(a) Concessionaire shall keep the Concessionaire Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Concessionaire. Any liens will be treated in the same manner as liens pursuant to the Master Lease.

(b) Concessionaire shall ensure the Concessionaire Premises to be, at all times, in a first-class condition, relative to the appearance thereof as of the date the Concessionaire initially opened for business in the Concessionaire Premises. Concessionaire covenants and agrees that it shall refurbish and renovate the Concessionaire Premises (in accordance with the terms of this Sublease and the Tenant Alteration Application) no later than October 31, 2012, for which Concessionaire commits to expend not less than Seventy-Five Dollars ($75.00) per square foot in fulfilling its obligations. Sublandlord and Concessionaire shall jointly determine the scope and extent of necessary refurbishment and renovation for each portion of the Concessionaire Premises.

SECTION 8 – INSURANCE AND INDEMNITY

8. I: CONCESSIONAIRE'S INSURANCE

Concessionaire shall obtain and keep in full force and effect (i) an "all risk" insurance policy for its property at the Concessionaire Premises in an amount equal to one hundred percent (100%) of the replacement value thereof, and (ii) a policy of commercial general liability (including premises, operations, product liability, liquor liability and automobile liability, if vehicles will be used on the airs side portions of the Airport) on an occurrence basis, (with a broad form contractual liability endorsement under the general liability policy). Such policies shall provide that Concessionaire is named as the insured and Sublandlord and the Port Authority shall be added as additional insureds, as their respective interests may appear with respect to the insurance required to be carried pursuant to (i) above. Such policy described in (ii) above shall include a provision under which the insurer agrees to insure Concessionaire with respect to any cost, expense and li ability arising out of, or based upon, any and all claims, accidents, injuries and damages for which Concessionaire is required to indemnify Sublandlord or the Port Authority under the provisions of this Sublease. In addition, such policy shall contain a provision that (a) no act or omission of the Port Authority, Sublandlord or Concessionaire shall affect or limit the obligation of the insurer to pay the amount of any loss sustained and (b) the policy shall be no cancelable with respect to either Sublandlord or the Port Authority unless thirty (30) days' prior written notice shall have been given to all of the Sublandlord and the Port Authority in the manner set forth in this Sublease for notices, which notice shall contain the policy number and the names of the insured and additional insureds. In addition, upon receipt by Concessionaire of any notice of cancellation or any other notice from the insurance carrier which may materially adversely affect the terms and substance (but not the amounts) of the coverage of the insureds under such policy of insurance, Concessionaire shall promptly deliver to Sublandlord and the Port Authority a copy of such notice. The minimum amounts of liability under the policy of insurance required to be carried pursuant to (ii) above shall be a combined single limit with respect to each occurrence in an amount of $2,000,000 for injury (or death) to persons and damage to property, which amount shall be increased from time to time after the second (2nd) calendar year (but not more frequently than once per year) to that amount of insurance which is then being customarily carried by tenants of first-class retail developments in the New York New Jersey metropolitan area. All insurance required to be carried by Concessionaire pursuant to the terms of this Sublease shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New Jersey and New York and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of having a general policyholder rating of "'A-" and a financial rating of at least " XI". In the event of vehicles being used under this Sublease, above-referenced auto liability insurance shall be in limits of no less than $5,000,000 combined single limit per accident for bodily injury and property damage. The policy(ies) of insurance required to be carried pursuant to (ii) above will include the following statement:" Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of

Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($ 100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying the Sublandlord and Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

8.2: CERTIFICATES

On or prior to the date hereof, Concessionaire shall deliver to the Sublandlord and the Port Authority certificates of insurance, including evidence of waivers of subrogation required pursuant to this Sublease, required to be carried by the Concessionaire. Evidence of each renewal or replacement of a policy shall be similarly delivered not less than ten (10) days prior to the expiration of each such policy.

8.3: COVENANT TO HOLD HARMLESS

Concessionaire and Sublandlord covenant, each to the other, to defend and indemnify the other and their respective directors, officers, partners, shareholders, representatives, management company, agents and employees, and save them harmless (except to the extent of loss or damage resulting from the negligence of party that would otherwise be so indemnified) from and against any and all claims, actions, demands, judgments, awards, fines, mechanics' liens or other liens, losses, damages, liability and expense, including attorneys' fees and court costs, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of any occurrence, upon or at the Premises, as to the Sublandlord, or the Concessionaire Premises as to the Concessionaire, or arising from or out of Concessionaire or Sublandlord's, as the case may be, failure to comply with any provision of this Sublease. In case either Sublandlord or Concessionaire or any other party so indemnified hereunder shall be made a party to any litigation commenced by or against either the Sublandlord or the Concessionaire (and not litigation commenced by or against one against the other), then the Concessionaire or Sublandlord, as the case may be, shall defend, indemnify, protect and save the other harmless and shall pay, as the same becomes due and payable, all costs, expenses and reasonable attorneys' fees and court costs incurred or paid by them in connection with such litigation. The provisions of this section shall survive the expiration, termination or earlier cancellation of this Sublease for any claims, suits, demands, actions, liabilities, loss or damage which occur prior to the expiration, termination or earlier cancellation of this Sublease.

8.4: WAIVER OF RIGHT OF RECOVERY INDEMNIFICATION

(a) Except as otherwise provided in this Sublease, neither Sublandlord nor Concessionaire shall be liable to the other or the other's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord or the Concessionaire or their respective agents or employees.

(b) Concessionaire covenants and agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives (collectively the "Port Indemnitees") from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third-persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Concessionaire in performing or observing any term or provision in this Sublease, or out of the

use and occupancy of the Concessionaire Premises, and its officers, employees and persons who are doing business with Concessionaire, or out of any of the operations, acts or omissions of the Concessionaire, or out of the acts or omissions of others in the Concessionaire Premises with the Concessionaire consent unless such death, injury, claim, demand or damage arises out of, or was caused, directly or indirectly, by the negligence or willful misconduct of Sublandlord.
The foregoing indemnity shall also include 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 City of New York. If so directed by the Sublandlord or the Port Authority, the Concessionaire 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 such handling such party shall not, without obtaining the express written permission from the General Counsel of the Port Authority, raise any defense involving in anyway the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statute respecting suits against the Port Authority.

SECTION 9 - UTILITIES

Sublandlord agrees to initially provide gas, electrical, water, sewer and such other services as Sublandlord shall, in the exercise of its reasonable discretion, determine necessary to each portion of the Concessionaire Premises. With the exception of gas and electricity, as to each of which Sublandlord shall pay all costs for the consumption thereof in all of the Concessionaire Premises, the costs of which shall be included in O&M Costs, the Sublandlord shall have no obligation for the payment of any other utilities used in the Concessionaire Premises. If the Concessionaire Premises shall have installed therein meters for any of the utilities consumed by Concessionaire, the maintenance thereof shall be at the sole cost and expense of the Concessionaire.

SECTION 10 - ASSIGNMENT AND SUBLETTING

10.1: LIMITATIONS; PROHIBITIONS

Concessionaire covenants and agrees that it shall not transfer or assign this Sublease or its interest herein or all or any part of the letting hereunder, or all or any part of the Concessionaire Premises, without obtaining the prior written consent of Sublandlord, which shall not be unreasonably withheld, and the Port Authority. Any attempted transfer, assumption, assignment or sublease shall be void, *ab initio,* and infer no rights upon any third parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease. The term "transfer" includes, but is not limited to transactions in which any interest of the Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof. If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change, shall be deemed to be a transfer, provided, however if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "over-the-counter" market, then such sale, assignment or transfer of stock shall not be deemed a transfer. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock of the Concessionaire or Parent which is a transfer shall require the prior consent or approval of the Sublandlord and the Port Authority. Notwithstanding the foregoing exclusion, a sale of only those of the assets of any such corporation which are limited to less than all of the assets of the corporation, e.g., the Concessionaire Premises, shall be a "transfer" within the scope of this provision and require the prior written consent of the Port Authority and the Sublandlord. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of any interest in such partnership or joint venture shall be deemed to be a transfer. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer, provided, however, if the membership interests of such limited liability company are publicly traded on a national securities exchange or on the "over-the-counter" market, then this restriction on sale, assignment or transfer of membership interests shall be inapplicable.

Notwithstanding the foregoing provisions of this Article X containing a definition of the term "transfer" and exclusions or exceptions thereto, which shall not be binding upon or enforceable against the Port Authority, and regardless of whether the Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer (including, without limitation, nothing otherwise permitted in this Article X shall become effective until such time as the transferee, any other applicable parties and the Port Authority have entered into an agreement in form and substance required by the Port Authority). In addition, the terms and provisions of the Port Authority Consent, which in any way discusses and/or addresses the subject matter covered in this Article X shall be controlling and shall govern. Further, if this Sublease is assigned by Sublandlord and

assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article X (which are stated to be between the Concessionaire and the Sublandlord) shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof.

10.2: ACDBE CHANGE NOTICE

If Concessionaire is a ACDBE, Concessionaire shall notify the Sublandlord and the Port Authority, in the manner as set forth in Section 17.6, below, of each and every change in the ownership or ownership structure of Concessionaire ("Change Notice") within thirty (30) days after each such change.

SECTION 11 - DAMAGE AND DESTRUCTION

11.1: DAMAGE TO THE CONCESSIONAIRE PREMISES

In the event of damage to, or destruction of; any portion of the Premises or Concessionaire Premises, or the fixtures and equipment therein and said portion, fixtures or equipment was originally within the Sublandlord' Work, or any system within the Concessionaire Premises being the obligation of the Sublandlord to maintain, replace, or restore, the Sublandlord shall promptly, at its sole cost and expense, repair, restore or rebuild the same to substantially the same condition existing immediately prior to the happening of such fire or other casualty. Notwithstanding any damage to the Concessionaire Premises, to the extent that the Concessionaire Premises can be reasonably operated without risk of injury or damage to person or property, Concessionaire agrees to open, or reopen, as the case may be, and, in all events, to reopen for business immediately upon the completion of the foregoing repairs, restoration and rebuilding. In the event the work to be done by Sublandlord is not completed within three hundred sixty-five (365) days following the date of said damage, then Sublandlord has the right to terminate the Concessionaire Sublease, as to that portion, or those portions of the Concessionaire Premises, so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted in proportion to the floor area of the Concessionaire Premises terminated to the floor area of the Concessionaire Premises as of the day of said damage.

11.2: DAMAGE TO TERMINAL

In the event of damage to, or destruction of, any portion of the Terminal, other than as set forth in Section 11.1, above, Sublandlord shall promptly, at its sole cost and expense, repair, restore or rebuild the same to substantially the same condition existing immediately prior to the happening of such fire or other casualty. In the event the work to be done by Sublandlord is not completed within three hundred sixty-five (365) days following the date of said damage, then Sublandlord has the right to terminate the Master Lease, as to that portion, or those portions of the Concessionaire Premises so damaged. If Sublandlord exercises such right, and the portion of the Concessionaire Premises affected thereby includes the Concessionaire Premises, then this Sublease shall end, as of the date of said termination. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted in proportion to the floor area of the Concessionaire Premises as to which this Sublease was terminated to the floor area of the Premises as of the day of said damage.

SECTION 12 – EMINENT DOMAIN

12.1: CONDEMNATION

(a) If the whole of the Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of interest-of all or any part of the Premises or of the Terminal to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article 12.

12.2: DAMAGES AND AWARDS

All awards and damages for su h taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking, shall belong to and be the property of the Sublandlord or the Port Authority, irrespective of whether such damages shall be awarded or proceeds obtained as compensation for diminution in value to the leasehold improvements thereto, and Concessionaire shall have no claim against Sublandlord or the condemning authority with respect thereto; provided, however, neither the Sublandlord nor the Port Authority shall be entitled to any award specifically designated as compensation for, depreciation to, or cost of removal of, the stock and trade fixtures of the Concessionaire.

SECTION 13 – DEFAULT

13 .1: EVENTS OF DEFAULTS BY CONCESSIONAIRE

Events of Default. It shall be an "Event of Default" hereunder if any of the following shall

(a) Failure to Make Payment

(i) Concessionaire fails to make any payment of Rent to the Sublandlord, and such failure continues for a period of five (5) days after written notice thereof to Concessionaire.

(ii) Concessionaire fails to make any payment of Rent to the Port Authority within the cure period permitted by the Port Authority.

(b) Concessionaire defaults or otherwise fails to perform or observe any of the covenants, terms or conditions contained in this Sublease to be performed or otherwise observed by Concessionaire (except for the payment of Rent, as set forth in (a), above) and such default or failure is not cured or performed within fifteen (15) days after written notice to Concessionaire.

(c) Pursuant to an order, judgment or decree entered by any court of competent jurisdiction (i) a receiver, trustee or liquidator of Concessionaire or of all or substantially all of the assets of Concessionaire shall be appointed or (ii) Concessionaire shall be adjudicated a bankrupt or insolvent, or (iii) a petition seeking reorganization of Concessionaire or an arrangement with creditors or a petition to take advantage of any insolvency law shall be approved. and Rent shall not thereafter be paid in accordance with the terms hereof.

(d) If Concessionaire is a ACDBE, a failure to provide the Change Notice as required pursuant to Section 10.2, hereof.

(d) An Event of Default occurring under any other Concessionaire Sublease with Sublandlord entered into, on or after the date hereof, for one or more portions of the Terminal.

(e) Failure to timely deliver the Bond, and each replacement thereof.

(f) The act or omission of the Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which, if not timely corrected, would result in the Port Authority having the right to terminate either or both of the Master Lease or this Sublease.

13.2: RIGHTS AND REMEDIES; SUBLANDLORD

(a) If there exists an Event of Default by Concessionaire, Sublandlord, after fifteen (15) days notice from Sublandlord that Sublandlord intends to cure such Event of Default, shall have the right, but not the obligation, to cure same and Concessionaire shall pay to Sublandlord, upon demand, as Additional Rent the reasonable cost thereof plus interest at the Default Rate until such Additional Rent has been paid in full.

(b) If there exists an Event of Default, Sublandlord shall have the right, in addition to the rights set forth in Section 13.2(a) above, to seek all remedies as are available at law or in equity.

(c) After a dispossess or removal in accordance with Law, Sublandlord may re-sublet the Concessionaire Premises or any part or parts thereof either in the name of

Sublandlord or otherwise, for a term or terms which may, at the option of Sublandlord, be greater or less than the period which would otherwise have constituted the balance of the Term, and Concessionaire shall be obligated to pay Sublandlord any deficiency between the Rent due hereunder and the amount, if any, of the Rent collected on account of the new sublease or subleases of the Concessionaire Premises for each calendar year, or portion thereof, which would otherwise have constituted the balance of the Term. In computing such damages there shall be added to said deficiency the costs for reasonable attorneys' and brokerage fees, which Sublandlord actually expends in connection with re-subletting the Concessionaire Premises. Such damages shall be paid by Concessionaire in installments on the dates specified in this Sublease for payment of Minimum Annual Guaranteed Rent and any suit brought to collect the amount of the deficiency for any period shall not prejudice in any way the rights of Sublandlord to collect the deficiency for any subsequent period by a similar proceeding. Sublandlord shall not be liable for failure to re-sublet the Concessionaire Premises or, in the event that the Concessionaire Premises are re-sublet, for failure to collect the Rent under such re-subletting.

SECTION 14 – TAXES ON PROPERTY OF CONCESSIONAIRE

Concessionaire, solely, and neither the Sublandlord nor the Port Authority are or shall be responsible or liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, or (ii) furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire.

SECTION 15 – HOLDING OVER

Any holding over after the expiration of the Term shall be construed to be a tenancy from month-to-month and the Minimum Annual Guaranteed Rent payable, on a monthly basis, shall be at an amount equal to one-twelfth (1/12th) of of the Minimum Annual Guaranteed Rent required to be paid by Concessionaire for the last full year of the Term.

SECTION 16 – QUIET ENJOYMENT

Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Port Authority Consent, Concessionaire shall peaceably and quietly hold and enjoy the Concessionaire Premises for the Term free from and without hindrance or interruption by Sublandlord or any other person or persons claiming by, through or under Sublandlord, subject however, to the Master Lease and the Port Authority Consent.

SECTION 17 – MISCELLANEOUS

17.1: ESTOPPEL STATEMENT

At any time and from time to time, both parties agree that, upon request in writing from the Sublandlord or the Port Authority, or their respective designee, to execute, acknowledge and deliver, within ten (10) business days after request therefore, to the requesting party or its designee, a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent has been paid, the Minimum Annual Guaranteed Rent Commencement Date, the Expiration Date, and such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested.

17.2: WAIVER; ELECTION OF REMEDIES

One or more waivers of any covenant or condition by Sublandlord or the Port Authority shall not be construed as a waiver of a subsequent breach of the same covenant or condition. And the consent or approval by Sublandlord or the Port Authority to or of any act of Concessionaire requiring consent or approval of either, any or both of the Sublandlord, and the Port Authority shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of the Sublandlord or the Port Authority unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

17.3: ENTIRE AGREEMENT

The Definitions and Interpretations, this Sublease and all exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises, and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from this Sublease prior to its mutual execution by Sublandlord and Concessionaire shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language. No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party.

17.4: INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

17.5: DELAYS; FORCE MAJEURE

Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes; lockouts; labor disputes; Acts of God; inability to procure labor, materials, or reasonable substitutes therefore; or shall at any time be so delayed by reason of the diminution of power or power failure(s); restrictive governmental laws or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty, or reasons of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent on a timely basis.

17.6: NOTICES

Any notice or demand to Concessionaire or from Concessionaire to Sublandlord or the Port Authority shall be in writing and shall be mailed by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto or (b) a Delivery Service, prepaid, if to Concessionaire, at the address of Concessionaire as set forth in the Definitions and Interpretations, or such other address as Concessionaire shall have last designated by notice in writing to Sublandlord and the Port Authority, and, if to Sublandlord or the Port Authority, to the address set forth in the Definitions and Interpretations, or such other address as Sublandlord shall have last designated by notice in writing to Concessionaire. Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon.

17 7: CAPTIONS AND SECTION NUMBERS

The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

17.8: BROKERS' COMMISSIONS

Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder 's fees in connection with this Sublease, and each party agrees to indemnify the other, the Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder 's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

17 .9: SUCCESSORS

All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all he bound jointly and severally by the terms, covenants and agreements herein.

17.10: GOVERNING LAW

This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible; in any event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

17.1 I: SURVIVAL OF OBLIGATIONS

All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

17. 12: ATTORNEYS' FEES

If at any time after the date that this Sublease has been executed by Sublandlord and Concessionaire, either Sublandlord or Concessionaire institutes any action or proceeding against the other relating to the provisions of this Sublease or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of the Law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Notwithstanding anything to the contrary contained herein, if either Sublandlord or Concessionaire engages the services of attorneys (either outside counselor in-house counsel) to enforce the provisions of this Sublease, to the extent that either incurs any cost or expense (including such reasonable attorneys' fees for outside counselor payroll and overhead expenses for in-house counsel, as the case may be) in connection with such enforcement, including instituting, prosecuting or defending its rights in any action, proceeding or dispute by reason of any default by Concessionaire or Sublandlord, as the case may be, sums so paid or billed to Sublandlord or Concessionaire, as the case may be, together with all costs and disbursements, shall be paid by the Concessionaire to the Sublandlord, or Sublandlord to Concessionaire, as the case may be, within ten (10) days after demand therefor. If Concessionaire fails to timely pay

same, such will be deemed Rent and thereafter be due together with interest at the Default Rate. If Sublandlord fails to timely pay, such amount may be offset from the Minimum Annual Guaranteed Rent thereafter becoming due and payable to Sublandlord, but may not be offset against any rent thereafter becoming due and payable to the Port Authority, together with interest at the Default Rate, until the full amount has been so offset. Any amounts overpaid to Sublandlord by Concessionaire shall be promptly repaid at the end of the Term.

17.13: EXCULPATION

Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of the Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties. This is intended and shall be construed and interpreted as a covenant on behalf of each the Concessionaire and its successors and assigns not to sue or seek enforcement of any judgment against any of the Protected Parties. In the event that suit is brought to enforce any obligation of the Sublandlord, Concessionaire for itself and its successors and assigns, covenant and agree that judgment proceedings shall be enforced only against the interest of the Sublandlord in the Premises and in no event against any other assets of Sublandlord, and that, after application of the proceeds of any seizure and sale of said assets, the obligation of Sublandlord hereunder shall be then and thereafter deemed fully discharged.

17 14: TERMINATION BY PORT AUTHORITY WITHOUT CAUSE; WAIVER AND RELEASE

(a) Concessionaire acknowledges that the Port Authority has reserved and has the right with Sublandlord's concurrence to terminate any of the Concessionaire Subleases and the Term upon thirty (30) days prior written notice to Sublandlord and each of the affected Concessionaire(s) whether or not there then exists an Event of Default, such termination hereinafter referred to as " Discretionary Termination."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Termination, then the Sublandlord shall pay to the Concessionaire an amount equal to the Unamortized Capital Investment, as defined in (c), below, as of the effective date of the Discretionary Termination.

(c) For purposes of subsection (b) above, "Capital Investment" shall be Concessionaire's actual aggregate expenditures for initially constructing and equipping the Concessionaire Premises; and the term "Unamortized Capital Investment" shall mean the amount of the Capital Investment that, but for the Discretionary Termination, would have been amortized for the period from the effective date of such termination to the Expiration Date.

17.15: LETTERS OF CREDIT

Concessionaire covenants and agrees that it shall deliver, or cause to be delivered to each of the Sublandlord and the Port Authority, prior to the date upon which the Concessionaire initially opens for business to the public in the Concessionaire Premises, an unconditional, irrevocable so-called "evergreen" letter of credit, being in an amount of [50%] to the Port Authority and [50%] to the Sublandlord of the Minimum Annual Guaranteed Rent to be paid for the then-current calendar year, but in no event less than $462,50.00 for the Port Authority and $462.50.00 for the Sublandlord. The issuer of each said letter of credit is to be approved by (i) as to the Letter of Credit for the Sublandlord, the Sublandlord; and (ii) as to the letter of credit

for the Port Authority, by the Port Authority, and each of the two letters of credit are to provide for partial draws upon demand therefor by the respective beneficiary of each such letter credit.

17.16: RESERVED

17. 17: AUTHORITY OF EXECUTION

If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certified is ued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

17. 18: AFFIRMATIVE ACTION AND NON-DISCRIMINATION

(a) Concessionaire assures 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, color, sex, or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises, either directly or indirectly, from the Port Authority. Concessionaire assures that it will require that its covered sub organizations will similarly undertake affirmative action programs, and that they will require assurance from their sub organizations to the same effect.

(b) This Sublease is subject to the requirements of the U.S. Department of Transpiration's regulations, 49 CFR Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.Concessionaire agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

EXHIBIT "A"
DEPICTION OF CONCESSIONAIRE'S PREMISES

"A4 Arrivals
Kiosk.pdf"

"F16 Departures
Kiosk.pdf"

EXHIBIT "B"
DESCRIPTION OF SUBLANDLORD'S WORK

Sublandlord shall provide each component of the Concessionaire Premises in accordance with the Concession Design and Construction Manual attached hereto and by this reference made a part hereof.

"Concessions Design
& Construction Manu.

EXHIBIT "C"
DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

- Intentionally left blank -

EXHIBIT "D"
PERCENTAGE RENT RATES

Effective January 1, 2010 through October 31, 2015:

Amount of Annual Gross Receipts	Percentage Rent Rates
$0 - $12,000,000.00	Ex. 2.a.
Over $12,000,000.00	
Automated Teller Machines (ATM)	for all transaction surcharge fees (except foreign exchange ATM's)
Ancillary Services	

Minimum Annual Guarantee Rent

Ex.2.a. per annum commencing January 1, 2010 subject to adjustments as set forth in Section 2.1 (a)

*On-line currency services to be introduced at a later stage

EXHIBIT "E"
FORM OF PORT AUTHORITY TENANT ALTERATION

"A2.2 Travelex - T7
Arrivals.pdf"

"A101.00 Plans
A101.pdf"

"Travelex BA TAA
Y-8250.pdf"

"Travelex-T7
Foodcourt TAA.pdf"

EXHIBIT "F"
GUARANTY

- Intentionally left blank -

EXHIBIT "G"
AFFIRMATIVE ACTION POLICY

"AFFIRMATIVE ACTION POLICY.doc"

EXHIBIT "H"
STANDARD OF OPERATIONS

"TERMINAL RULES.doc"

EXHIBIT "I"
Permitted Operations and Branded Concepts

The operation of a foreign currency exchange center providing the following services: the purchase and sale of foreign currency banknotes, the purchase and sale of foreign and US$ travelers cheques, sale of travel insurance, (annual and flight plus), drafts and wires, money transmission, fax, copy, payroll check cashing, US$ and foreign ATMS, pre-paid cards US$ and foreign currency, pre-paid telephone calling cards.

Concessionaire agrees to provide foreign currency for the below countries; collectively these currencies shall be referred to herein as the "Required Currencies"

United Kingdom
Europe (Euro's)
Canada
Australia
Hong Kong
Japan
Thailand
New Zealand
Norway
Swiss
Singapore

Such services and products not be substituted or moved between locations without BA's express written consent. Concessionaire agrees that it has or will obtain all necessary rights, titles and licenses to permit such designated brands to be installed at the locations herein and provide Sublandlord with proof of such as requested. Concessionaire agrees that it will retain, to the extent reasonably possible, the ability both to retain such brands for the duration of this Agreement and to replace such brands as is necessary.

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

For The Port Authority of NY & NJ

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

On the 30TH day of MARCH in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID KAGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

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

For British Airways Plc

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

On the 21ST day of MARCH in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared KEITH WILLIAMS, 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 A. LOTZ
NOTARY PUBLIC, STATE OF NEW YORK
NO.: 01LO5063811
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JULY 29, 2014

For Travelex Currency Services, Inc.

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

On the 11th day of March in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Jon Dario, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

WILLIAM D. HILLS
Notary Public, State of New York
No. 01HI6172587
Qualified in Nassau County
Commission Expires Aug. 13, 2011

THIS AGREEMENT SHALL NOT BE BINDING ON
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

Permit No. AYD–476
Consent Agreement No. AYD-507
Supplement No. 1
John F. Kennedy International Airport

THIS AGREEMENT, dated as of May 14, 2007 (the "Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC.**, a Delaware limited liability company (hereinafter called the "Permittee") and **TRAVELEX CURRENCY SERVICES, INC.**, a Delaware corporation (hereinafter called the "Sublessee") and consented to by **AMERICAN AIRLINES, INC.** (herinafter called "Airline").

WITNESSETH, That:

WHEREAS, heretofore and as of June 6, 2005 the Port Authority, the Permittee and the Sublessee entered into a consent agreement (the "Consent Agreement") pursuant to which the Port Authority granted its consent to the Sublease (as such term is defined in the Consent); and

WHEREAS, the Permittee and the Sublessee have requested the consent of the Port Authority to a proposed First Amendment to Sublease, made and entered into as of May 14, 2007, providing, among other things, for an addition of certain space to the Space, a copy of which is attached hereto and made a part hereof (the "First Sublease Amendment");

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

1. The Port Authority hereby consents to the First Sublease Amendment.

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

3. The Permittee and the Sublessee represent and warrant that no broker has been concerned in the negotiation of this Agreeement and that there is no broker who is or may

be entitled to be paid a commission in connection therewith. The Permittee and the Sublessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

4. The Permitee and Sublessee hereto hereby waive their respective right to trial by jury in any action or summary proceeding that may hereafter be instituted by the Port Authority against any of them in respect of this Agreement use or occupancy of the Space or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable under this Agreement or to enforce any remedy under law or in equity in any way connected therewith. No other party hereto shall interpose any claims as counterclaims in any action or summary proceeding for non-payment of fees/rent which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee and the Sublessee with any liability or held liable to either of them under any term or condition of this Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof. The Permittee and the Sublessee agree that no representations or warranties with respect to this Agreement shall be binding upon the Port Authority unless expressed in writing herein.

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

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

ATTEST:

Asst. Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Asst. Director, CCCAS

(Seal)

~~ATTEST~~: WITNESS:

~~Secretary~~

WESTFIELD CONCESSION MANAGEMENT, LLC

By

Print Name Arnold L Mayersohn Jr.

(Title) Asst VP & Secretary ~~(Member)~~ (Manager)

(Corporate Seal)

~~ATTEST~~: WITNESS:

Secretary

TRAVELEX CURRENCY SERVICES, INC.

By

Print Name: Jon Daw

Title: EVP/RD President

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

AMERICAN AIRLINES, INC.

By:

Print Name: LAURA A. EINSPANIER

Title: President ~~Vice President~~ Corporate Real Estate

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

MG/mmw

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

For The Port Authority of NY & NJ

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

On the 15TH day of APRIL in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

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

For Westfield Concession Management, LLC

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On the 17th day of February in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayersohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rebecca S. Verble
(notarial seal and stamp)

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

REBECCA S. VERBLE
My Commission Expires
March 5, 2012
St. Louis City
Commission #08496620

For Travelex Currency Services, Inc.

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

On the 6th day of February in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Jon Dario, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lorraine Donovan
(notarial seal and stamp)

LORRAINE DONOVAN
NOTARY PUBLIC, State of New York
No. 30-4807385
Qualified in Nassau County
Commission Expires 10/31/10

For American Airlines, Inc.

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On the 27 day of February in the year 2009 before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Einspanier, 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.

Belinda Potter
(notarial seal and stamp)

BELINDA POTTER
Notary Public,
State of Texas
Comm. Exp. 02-26-12

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT ("**Amendment**") is made and entered into effective as of the 14th day of May, 2007, by and between **WESTFIELD CONCESSION MANAGEMENT, LLC**, a Delaware limited liability company formerly known as Westfield Concession Management, Inc. ("**Landlord**") and **TRAVELEX CURRENCY SERVICES, INC.**, a Delaware corporation ("**Tenant**").

RECITALS

WHEREAS, by written sublease dated June 6, 2005 ("**Sublease**"), Landlord did lease unto Tenant approximately 519 square feet of space known as Space No. C2 ("**Premises**") in Concourse C of Terminal 8 ("**Terminal**") at John F. Kennedy International Airport, Jamaica, New York; and

WHEREAS, it was contemplated by Landlord and Tenant in the Sublease that Landlord would lease unto Tenant additional locations for the operation of foreign currency exchange concessions within Concourse B of the Terminal; and

WHEREAS, Landlord and Tenant have reached an agreement for two (2) additional locations in the Terminal, to be located in Concourse B and desire to enter into this Amendment;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties do hereby agree as follows:

1. The second paragraph on page 1 of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on **Exhibit A-2** (individually and collectively called the "**Premises**"), which is in and part of Terminal 8 ("**Terminal**") at John F. Kennedy International Airport, Jamaica, New York ("**Airport**"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("**Concession Area**"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("**Authority**") to American Air Lines, Inc. ("**American**") and is anticipated to contain approximately 36 gates. The Premises are known as Space No. C2 containing approximately 519 square feet of Floor Area located in Concourse C, Space No. B15A containing approximately 178 square feet of Floor Area and Space No. K2 containing approximately 100 square feet of Floor Area both of which are located in Concourse B, as all of the foregoing are shown on **Exhibit A-2**. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is:

☐Specialty Retail	☐Food & Beverage (☐ Food Court Location)	☒Service
☒In-Line Locations	☐Wall-Shop	☐Kiosk".

2. Item (1) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(1)**Section 1.02: Term: (a)** **Latest Rental Commencement Date For Space No. C2:** August 24, 2005; **(b)** **Latest Rental Commencement Date For Space Nos. B15A and K2:** May 15, 2007; provided, however, if the new Concourse B has not opened to the public for **"Enplaned Passengers"** (as such term is defined below) operations on or before May 15, 2007, then the Latest Rental Commencement Date shall be the date on which the new Concourse B is first opened for such **"Enplaned Passengers"** operations; and **(c)** **Expiration Date:** May 31, 2012."

3. Item (2) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(2) **Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Section 2.02: Percentage Rent ("Percentage Rent"):**

(a) **Rental Commencement Date to "Concourse B Opening Date":** Tenant shall pay to Landlord, the greater of either the Guaranteed Rent or Percentage Rent as follows:

(i) **Guaranteed Rent:** Ex. 2.a. per Lease Year, payable in equal consecutive monthly installments of subject to annual adjustments based upon the **"Percentage Change in Enplaned Passengers"**; and/or

(ii) **Percentage Rent:** Percentage Rent rates of either Ex. 2.a.) (collectively, the **"applicable Percentage Rent Rates"**) as follows: (i) of the value, as expressed in United States currency, of Tenant's Gross Receipts derived from all foreign currency exchange transactions, both buying and selling, including any commissions derived therefrom, plus; (ii) of Tenant's Gross Receipts derived from all other products and/or services.

(b) **"Concourse B Opening Date" through Expiration Date:** Tenant shall pay to Landlord, the greater of either the Guaranteed Rent or Percentage Rent as follows:

(i) **Guaranteed Rent:** (aa) **Lease Year 1** (Concourse B Opening Date to May 31, 2008) - payable in equal consecutive monthly installments of Ex. 2.a. er Lease Month, (bb) **Lease Year 2** (June 1, 2008 to May 31, 2009) payable in equal consecutive monthly installments of per Lease Month, (cc) **Lease Year 3** (June 1, 2009 to May 31, 2010) payable in equal consecutive monthly installments of Ex.2.a. dd) **Lease Year 4** (June 1, 2010 to May 31, 2011) - payable in equal consecutive monthly installments of , (ee) **Lease Year 5** (June 1, 2011 to May 31, 2012) - payable in equal consecutive monthly installments of and/or

(ii) **Percentage Rent:** Percentage Rent rates of Ex.2.a. , the **"applicable Percentage Rent Rates"**) as follows: (aa)) of the value, as expressed in United States currency, of Tenant's Gross Receipts up to and including

) per Lease Year derived from all foreign currency exchange transactions, both buying and selling, including any commissions derived therefrom, plus (bb) Ex.2.a.) of the value, as expressed in United States currency, of Tenant's Gross Receipts from up to and including per Lease Year derived from all foreign currency exchange transactions, both buying and selling, including any commissions derived therefrom, plus (cc) of the value, as expressed in United States currency, of Tenant's Gross Receipts in excess of per Lease Year derived from all foreign currency exchange transactions, both buying and selling, including any commissions derived therefrom; plus (dd) of Tenant's Gross Receipts derived from all other products and/or services.

The **"Concourse B Opening Date"** shall mean the date in which American initially commences commercial flights to and from gates in the new Concourse B of the new Terminal 8, as confirmed in a letter from Landlord to Tenant.".

4. Item (3) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(3) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: **(a) Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; **(b) Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; **(c) Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; **(d) Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; **(e) Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and **(f) Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03; provided, however, in no event shall Tenant be required to contribute in excess of in any single Lease Year. The initial joint marketing fund assessment of Ex.2.a. hall be paid by Tenant to Landlord in one lump sum within thirty (30) days prior to the Rental Commencement Date and such initial joint marketing fund assessment shall be part of Tenant's maximum contribution of n any single Lease Year."

5. Item (5) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(5) **Section 7.02: Hours of Operation:** Tenant shall be open for business seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 6:00 A.M. to 10:00 P.M. local time, until the Concourse B Opening Date and thereafter, 5:00 A.M. to 11:00 P.M., local time, subject to other hours and adjustments as provided in Section 7.02.".

6. Item (7) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(7)**Section 26.01: Performance Guaranty-Letter of Credit:** At Landlord's option, Tenant shall deposit with Landlord: (i) an amount equal to One Hundred Thirty-Seven Thousand Five Hundred Dollars ($137,500.00) in immediately available funds, payable to Landlord upon execution of this Amendment and in no event later than delivery of the Premises to Tenant; or (ii) an unconditional,

irrevocable standby letter of credit in an amount equal to Five Hundred Fifty Thousand Dollars ($550,000.00) in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** for a term of not less than one (1) year with automatic extensions and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.".

7. Tenant's new official legal notice address is: Travelex Currency Services, Inc., 29 Broadway, New York, New York, 10006, Attention: Senior Vice President, Retail Division. Tenant's new official billing address is Travelex Currency Services, Inc., 29 Broadway, New York, New York, 10006, Attention: Accounts Payable.

8. A new Section 27.31 is added to the Sublease as follows:

"**Section 27.31 TENANT'S CERTIFICATION.** Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord's termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process.".

9. If in the future American identifies a location for a potential foreign currency exchange service concession on the arrivals level (baggage claim area), Landlord shall so notify Tenant in writing. Should Tenant and Landlord mutually agree that Tenant will operate any such proposed location in the arrivals level (baggage claim area) of the new Terminal, such additional location shall be added to this Sublease by an amendment thereto in form and content acceptable to Landlord and American but without any additional increase in the amount of Tenant's Guaranteed Rent and without any change in the applicable Percentage Rent Rates. The term of Tenant's use and occupancy of such additional location shall expire no later than the Expiration Date of this Sublease.

10. Attached hereto and made a part hereof are **Exhibit A-2** for the portion of the Premises more commonly known as Space No. B15A and Space No. K2 and the existing location more commonly known as Space No. C2. In addition, **Exhibit A-3** attached to the Sublease is hereby deleted in its entirety and the new **Exhibit A-3** is attached hereto and made a part hereof.

11. All capitalized terms not otherwise expressly defined in this Amendment shall have the same meanings ascribed to them in the Sublease. This Amendment shall become binding upon the parties when executed and delivered by both parties. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Sublease between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Sublease and this Amendment, the later provision shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

TENANT:

TRAVELEX CURRENCY SERVICES, INC.,
a Delaware corporation

By: Susan Druckman

Name: SUSAN DRUCKMAN

Title: Vice President

Travelex Sublease Amend 1.doc

LANDLORD:

WESTFIELD CONCESSION MANAGEMENT, LLC,
a Delaware limited liability company

By: Arnold L. Mayersohn, Jr.

Name: Arnold L. Mayersohn, Jr.

Title: Assistant Vice President & Secretary

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

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

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-507
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of June 6, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **TRAVELEX CURRENCY SERVICES, INC.** ("Sublessee"), a corporation organized and existing under the laws of the State of Delaware with an office and place of business at 1000 Franklin Avenue, Suite 100, Garden City, New York 11530, whose representative is Susan Druckman, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain

permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

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

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve

the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same

could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

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

(d) No changes, amendments, renewals or extensions to the Sublease 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 and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee

that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

14. (a) In addition to the insurance required to be maintained by the

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

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

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid

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

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. 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 Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and

subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

23. (a) "Airport" shall mean the land and premises in the City of New York, in

the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between The City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map II", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

(b) "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 of New York and New Jersey, 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 may have been or may be amended or supplemented.

(c) The Sublessee acknowledges that it has received and is familiar with, or has had an opportunity to receive and become familiar with, the contents of a copy of the Basic Lease. The rights of the Port Authority in the Space are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Sublessee than the Port Authority has power thereunder to grant.

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

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

(2) The Sublessee shall not pay rent or other sums under this Consent for more than one (1) month in advance (excluding security and other deposits required under this Consent);

(3) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of The City of New York, attorn to, or enter into a direct lease on identical terms with, the City;

(4) The Sublessee shall indemnify the City with respect to all matters described in Section 31 of the Basic Lease;

(5) The Sublessee shall not use the Space hereunder for any use other than as permitted under the Basic Lease;

(6) The Sublessee shall use, operate and maintain the Space hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(7) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which, after the giving of reasonable

notice, shall provide the Port Authority with the right to terminate this Consent and exercise any other rights that the Port Authority may have hereunder; and

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

(e) The rights and obligations of the Sublessee with respect to continuance of this Consent upon the expiration or termination of the Basic Lease shall be as set forth in paragraph (d)(3) of this Paragraph and the Sublessee shall not enter into any recognition or non-disturbance agreement with the City with respect to the continuance of this Consent after the termination or

expiration thereof or into any other agreement covering the Sublessee's use and occupancy of the Space hereunder.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Asst Director, CCCAS

(Seal)

~~ATTEST~~: WITNESS:

Katherine Edler

~~Secretary~~

WESTFIELD CONCESSION MANAGEMENT, INC.

By Arnold L. Mayersohn, Jr.

Arnold L. Mayersohn

(Title) ASST. VICE President

(Corporate Seal)

ATTEST:

Secretary Susan Druckman

TRAVELEX CURRENCY SERVICES, INC.

By

David Montgomery

(Title) VICE President

(Corporate Seal)

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

AMERICAN AIRLINES, INC.

By Laura Einspanier

(Name):

(Title) President

(Corporate Seal)

LAURA A. EINSPANIER
Vice President
Corporate Real Estate

APPROVED:

FORM	TERMS
MG	

SUBLEASE

BETWEEN

WESTFIELD CONCESSION MANAGEMENT, INC.
LANDLORD

AND

TRAVELEX CURRENCY SERVICES, INC.
TENANT

TRAVELEX WORLDWIDE MONEY
TRADENAME

SPACE NUMBER C-2

CONCOURSE C

TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK

TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE C

THIS SUBLEASE ("**Sublease**") is made as of this 6th day of June, 2005, by and between **WESTFIELD CONCESSION MANAGEMENT, INC.**, a Delaware corporation, whose address is 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 ("**Landlord**"), and **TRAVELEX CURRENCY SERVICES, INC.**, a Delaware corporation, whose principal place of business is located at 1000 Franklin Avenue, Suite 100, Garden City, New York 11530 ("**Tenant**").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on **Exhibit A-2** ("**Premises**"), which is in and part of Terminal 8 ("**Terminal**") at John F. Kennedy International Airport, Jamaica, New York ("**Airport**"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("**Concession Area**"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("**Authority**") to American Air Lines, Inc. ("**American**") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C-2 containing approximately 519 square feet of Floor Area as shown on **Exhibit A-2**. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is as follows:

☐ Specialty Retail	☐Food & Beverage (☐ Food Court Location)	☒Service
☒In-Line	☐Wall-Shop	☐Kiosk

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("**Concession Area Lease**"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("**Authority Lease**"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "**Authority Requirements**"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of **Exhibit B** hereto ("**Consent Agreement**") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "**Tenant**" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth

in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term: (a) Latest Rental Commencement Date:** August 1, 2005. If Concourse C has not opened to the public for "**Enplaned Passengers**" (as defined below) operations by August 1, 2005, then the Latest Rental Commencement Date shall be extended until the date in which Concourse C is opened for such "**Enplaned Passengers**" operations. **(b) Expiration Date:** July 31, 2010, or the fifth (5th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Section 2.02: ("Percentage Rent"):**

(a) Rental Commencement Date to Concourse B Opening Date (as defined below): Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

(i) **Guaranteed Rent** Ex. 2.a. per Lease Year, payable in equal consecutive monthly installments of subject to annual adjustments based upon the "**Percentage Change in Enplaned Passengers**"; and/or

(ii) **Percentage Rent:** Percentage Rent rates of either Ex. 2.a. (collectively, the "**Applicable Percentage Rent Rates**") as follows: (i) of the value, as expressed in United States currency, of Tenant's Gross Receipts derived from all foreign currency exchange transactions, both buying and selling, including any commissions derived therefrom, plus; (ii) of Tenant's Gross Receipts derived from all other products and/or services.

(b) Concourse B Opening Date to the Expiration Date: Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

(i) **Guaranteed Rent:** (a) Ex.2.a. per Lease Year, payable in equal consecutive monthly installments of ubject to annual adjustments based upon the "**Percentage Change in Enplaned Passengers**"; and/or

(ii) **Percentage Rent:** Percentage Rent rates of either Ex.2.a. (collectively, the "**Applicable Percentage Rent Rates**") as follows: (i) of the value, as expressed in United States currency, of Tenant's Gross Receipts derived from all foreign currency exchange transactions, both buying and selling, including any commissions derived therefrom, plus; (ii) of Tenant's Gross Receipts derived from all other products and/or services.

(3) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: **(a) Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; **(b) Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; **(c) Section 2.05: Miscellaneous Charges:** Tenant shall pay

miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of c Ex.2.a. of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03; provided, however, in no event shall Tenant be required to contribute in excess of Ex.2.a. in any single Lease Year..

(4) **Section 7.01: Permitted Use:** For the primary purpose of operating a foreign currency exchange business to buy and sell foreign currencies for all major foreign currencies traded at the Airport including the operation of automatic teller machines ("**ATM**"), which ATMs must dispense at least four different foreign currencies. Tenant will also provide a variety of business service center type services, including sale of stamps and related postal services and overnight delivery services, providing photocopying and fax transmission services, sale of travel insurance, money transfer services (Western Union), international wires, foreign currency drafts, foreign currency collection, sale of prepaid telephone cards (over-the counter only and not through vending machines and only through Authority approved vendors), sale of travelers cheques, check cashing services, cash advances on credit card services and for no other use or purpose.

(5) **Section 7.02: Hours of Operation:** Tenant shall be open for business 7 days a week, 365 days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 7 o'clock a.m. until 10 o'clock p.m., local time, subject to other hours and adjustments as provided in Section 7.02.

(6) **Section 16.01: Trade Name:** "Travelex Worldwide Money".

(7) **Section 26.01: Performance Guaranty-Letter of Credit:** Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, either (a) the amount of Thirteen Thousand Seven Hundred Fifty and 00/100 Dollars ($13,750.00) or (b) an unconditional, irrevocable standby letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(8) **Section 27.05: Notice Addresses:**

Landlord:	**Tenant:**
Westfield Concession Management, Inc. 11601 Wilshire Blvd., 12th Floor Los Angeles, California 90025	Travelex Currency Services, Inc. 1000 Franklin Avenue Suite 100

Attention: Office of Legal Counsel

Garden City, New York 11530
Attn: Legal Department

With copies to:

Westfield Concession Management, Inc.
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, Inc.
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

With a copy to:

Hodgson, Russ Attorneys, LLP
One M & T Plaza, Suite 2000
Buffalo, New York 14203
Attention: Ms. Sujata Yalamanchili

Tenant's Billing Address:

Travelex Currency Services, Inc.
1000 Franklin Avenue
Suite 100
Garden City, New York 11530
Attn: Accounts Payable

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "**Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey**" and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(9) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** If Tenant or Tenant's participant is required to apply as a M/W/DBE, please check below and refer to **Exhibit G.** Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with the Authority's current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. If the M/W/DBE participant is a member/partner of a partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than ____% at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority immediately and in no event later than 30 days following any such change.

[ ] **Check here if required to be a certified M/W/DBE**

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on **Exhibits A-1, A-2 and A-3** and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on **Exhibit A-1**. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("**Term**") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

The "**Concourse B Opening Date**" shall mean the date that Concourse B is open to the public for Enplaned Passengers.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault

of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, $500.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60 days, the amount of such liquidated damages may be increased up to a maximum of $1,000.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("**Guaranteed Rent**") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "**Percentage Change in Enplaned Passengers**". The "**Percentage Change in Enplaned Passengers**" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "**Enplaned Passengers**" between 2 consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "**Enplaned Passengers**" in the Terminal during the 2006 calendar year and shall be compared to the "**Enplaned Passengers**" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "**Enplaned Passengers**" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("**Lease Month**"), Percentage Rent equal to the product of the Applicable Percentage Rent Rates times the amount of Tenant's Gross Receipts during such Lease Month in accordance with the Applicable Percentage Rent Rates as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installment of Guaranteed Rent paid by Tenant. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 15 days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month in accordance with the Applicable Percentage Rent Rates as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installment of Guaranteed Rent paid by Tenant.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "**Late Interest**" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises at the conclusion of this Sublease, the Premises are in the condition required by this Sublease, all

of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "**Gross Receipts**" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or 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, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises, (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall <u>not</u> include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are

merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than one percent (1%) of Gross Receipts per Lease Month; (10) mandatory discounts of not less than ten percent (10%) of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; (13) pre-paid telephone calling card sales which are subject to a separate agreement with the Authority; and/or (14) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 **STORAGE PREMISES AND RENT.** If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("**Storage Premises Rent**") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the 1st day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 **TAXES.** (a) From and after the Rental Commencement Date, Tenant shall pay

to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "**Taxes**" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than 10 days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Concession Area or the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the 1st day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within 20 days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within 20 days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within 10 days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by

Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided **Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification.** Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "**Fixed Improvements**" and any "**Refurbishments**" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("**FAA**"), the Transportation Security Administration's ("**TSA**"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "**Miscellaneous Charges**".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "**Additional Rent**", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within 5 days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive 12 month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant,

then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least 2 occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("**AAP**"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "**Records**"). For all purposes of this Sublease, "**Affiliate**" or "**Affiliates**" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "**Person**" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "**Control**" means the direct or indirect possession 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 (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "**Controls**", "**Controlled By**" and "**Under Common Control With**" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for 1 year after the expiration or earlier termination hereof, and for any further period extending until

receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of 5 years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within 15 days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after 15 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "**Point-of-Sale Terminal**") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than 60 segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("**Point of Sale Data**"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of **Exhibit C**), certified by a authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("**Monthly Statement**"). Tenant shall furnish to Landlord, within 60 days after the expiration of each Lease Year, a complete statement (substantially in the form of **Exhibit C**), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease

Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("**Annual Statement**"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days' prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of $100.00 per statement per day until such statement is properly delivered to Landlord for the 1st such failure to furnish a statement, $250.00 per statement per day until such statement is delivered to Landlord for the 2nd such failure to furnish a statement, and $500.00 per statement per day until such statement is delivered to Landlord for the 3rd and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 **BUSINESS STATISTICS REPORTS.** Tenant shall furnish to Landlord, within 10 days after the close of each calendar quarter during the Term, the following report ("**Business Statistics Report**") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling 12 month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling 12 month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling 12 month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of $100.00 per report per day until such report is properly delivered to Landlord for the 1st such failure to furnish a report, $250.00 per report per day until such report is delivered to Landlord for the 2nd such failure to furnish a report, and $500.00 per report per day until such report is delivered to Landlord for the 3rd and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 **RIGHT TO EXAMINE BOOKS.** Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within 15 days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at

Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for 1 year thereafter, Landlord, American and the Authority may, each at any time upon 10 days' prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within 10 days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of 2% of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such 10 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time (**"Alteration Application"**), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term **"Fixed Improvements"** shall mean the permanent improvements, structures and fixtures (other than the work (**"Base Building Work"**) American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially

installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term **"Operating Equipment"** means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("**Conceptual Plans**") and final drawings and specifications ("**Final Drawings**") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than 20 days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within 20 days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than 5 days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("**TAA Process**"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than 30 days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 5 days from the dates required, Landlord may terminate this Sublease upon 24 hours written notice to Tenant, in which event this Sublease shall terminate

on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than 30 days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within 120 days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than $200.00 per square foot of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements (**"Construction Cost"**), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed 30 days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have

reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of $500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of 5% or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of $500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"**Eligible Costs**" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of 135% of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"**Depreciation Schedule**" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "**GAAP**"; or (2) the length of time remaining in this

Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within 90 days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within 180 days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope (**"Tenant's Project Manager"**) reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession

Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of $500.00 for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 **CONDITION OF PREMISES.** Except as otherwise specifically provided herein , Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing **"AS IS" "shell condition"** (as described in **Exhibit D**)and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 **ALTERATIONS AND REFURBISHMENTS TO THE PREMISES.** (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed 7 years, whether under the original term or any

extension thereof, Tenant agrees that by no later than 7 years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of $150.00 per square foot for each food and beverage concession and $75.00 per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice and subject to Tenant's reasonable security requirements (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to 15% of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are

required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than 120 days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds 15% percent, and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to 90 days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within 20 days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days for reasonable and actual moving costs, and for reasonable and actual costs incurred to

construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 10 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever release Landlord and American from any obligations under this Section 6.02.**

Section 6.03 **TERMINATION BY AMERICAN OR THE AUTHORITY.** (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon 30 days notice by means of revocation of the Consent Agreement, or by American upon 180 days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 **SURRENDER OF PREMISES.** Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the

Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of 30 days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 **WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.**

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 **PERMITTED USE.** Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet (**"Permitted Use"**) and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of $100.00 per day for the 1st violation in any 12 month period and the amount of $250.00 per day for the 2nd and any subsequent violations in any 12 month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law

to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "**American Reserved Uses**" and "**Port Authority Reserved Uses**" as such terms are defined in the Concession Area Lease.

Section 7.02 **OPERATION OF BUSINESS.** (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to optimize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least 2 nationally recognized credit cards for payment and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without

Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for 2 or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, 365 days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of 16 hours per day, each day of the year, with the opening for business each day at least 1 hour prior to the first scheduled flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least 1 hour prior to the first flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed

by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon 2 hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K,** Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount $250.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the first violation in any 12 month period, and the amount of $500.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the second and any subsequent violations in any 12 month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff (**"Operating Staff"**) at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease (**"Store Manager"**). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall

notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within 2 hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than 1 time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory

Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "**Street Prices**" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City – Northern New Jersey Metropolitan Area ("**Metro Area**"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address 3 main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum**

Performance Standards") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(i) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(j) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within 15 days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "**Toxic or Hazardous Materials**" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("**EPA**") or the United States Occupational Safety and Health Administration ("**OSHA**") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "**Environmental Laws**"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than 1 gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any

federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified, American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, American and/or Landlord reserve the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within 10 days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord.

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by

Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or on the Premises as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within 15 feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with

respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "**public seating areas**" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from

time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 **LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE.** (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "**Logistical Support and Maintenance Fee**") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("**Operating Costs and Expenses**"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures;

(11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed 15% (other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time) as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within 5 days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor

service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of $150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS. Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising

displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within 48 hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of $150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

(1) Tenant, at its own expense, shall install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by Landlord, American, the Authority, the applicable fire marshall official, any agency having jurisdiction over the Premises or by the insurance underwriter insuring the Terminal.

(2) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and of the contractor performing any such repair or replacement (the foregoing is subject to Landlord's sole discretion).

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such

approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen (15%) percent of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than $3,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment

operation shall be not less than $2,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than $25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of $1,000,000.00 for each accident, $1,000,000.00 for each employee, by disease, $1,000,000.00 policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than 12 months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; and (7) such other insurance as may be reasonably required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal. Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the

commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least 30 days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon 5 days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within 10 days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept,

anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, of if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. **(a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the**

Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. **Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease.** With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 **INJURY CAUSED BY THIRD PARTIES.** Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 **UTILITY SERVICES AND CHARGES.** (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication

services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for: (a) any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, (b) services from a central utility plant or any other utility or other service, or (c) if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements. Any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than 5 days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that 365 days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("**HVAC**") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**,

as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require to Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 **ATTORNMENT.** Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 **SUBORDINATION.** Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than 15 days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 **ESTOPPEL STATEMENT.** Within 20 business days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 **RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT.** (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease.

Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be

paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the

name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "**Trademarks**" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to be granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "**Joint Marketing Fund**" in an amount not to exceed Five Thousand and No/100 Dollars ($5,000.00) per Lease Year. Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to one-half percent (1/2%) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the 15th day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within 30 days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within 60 days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such

termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within 90 days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within 30 days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above 30 day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within 60 days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17,03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If 50% or more of the Terminal shall be damaged or destroyed by an insured risk, or if 25% or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight

operations at the Terminal are suspended or more than 50% curtailed for a period of 60 days or more, Landlord shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within 180 days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 **DAMAGE OR DESTRUCTION NEAR END OF TERM.** If, during the last Lease Year of the Term, more than 25% of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within 25 days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within 15 days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 **ABATEMENT OF RENTALS, REMEDIES.** If 25% or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 **WAIVER.** Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than 30% of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("**Taking**"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to herein, singly, as an "**Event of Default**" and collectively as "**Events of Default**") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder

(including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than 5 days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a 12 month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such 12 month period to establish a payment default and, thereafter, during such 12 month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of 5 days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 20 days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said 20 days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond 75 days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within 5 days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for 5 days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given 2 notices of such a failure during the preceding 12 month period; or

(d) Tenant fails to commence construction of Tenant's Work within 20 days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of 48 consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for 10 days after written notice from Landlord to Tenant of such failure; or

(i) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such

eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of 20 days; or

(j) Tenant fails to comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) a governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within 30 days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 **REMEDIES.** (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to

time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within 5 days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of 30 days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses

for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("**Deficiency**") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "**Guaranteed Rent**" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four (4%) percent per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be

deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "**Guaranteed Rent**" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended ("**Code**").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent

and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a 24-hour basis. Finally, Landlord, during the last 6 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions or every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "**Tenant's Taxes**"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant

shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding 12 month period (and prorated in the case of (b) on the basis of a 365 day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds 5 days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors

and assigns of the said parties; and, if there shall be more than one entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 LETTER OF CREDIT. Tenant shall deposit with Landlord, as applicable, the amount of the Performance Guaranty set forth in the Data sheet (as may be applicable) or a letter of credit. If Tenant has deposited a letter of credit, such shall be subject to the following terms and conditions:

(a) Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, an unconditional, irrevocable standby letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by the Bank. No surety bonds shall be permitted. Such letter of credit is for a term of not less than 1 year which term shall be automatically renewed for successive 1 year terms, unless the Bank gives not less than 60 days prior written notice that it will not so renew the letter of credit for such successive term and the last term of the letter of credit shall end not less than 60 days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least 90

days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said letter of credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within 20 days thereafter, shall cause a new letter of credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the letter of credit so transferred and Landlord agrees that, simultaneously with the delivery of such new letter of credit, it will return to said Bank the letter of credit being replaced. The letter of credit deposited hereunder, and all renewals and replacements, are referred to, collectively, as the "**Letter of Credit**". The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum may be held by Landlord as a Performance Guaranty (as said term is hereinafter defined) in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b). If payment of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of 5 days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within 5 days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to 100% of the initial annual Guaranteed Rent. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b).

(b) Any sum held by Landlord as cash security ("**Performance Guaranty**") shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the

Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of Section 26.01, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum of 100% of the initial annual Guaranteed Rent.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) 60 days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives.** No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "**Force Majeure**" means, strictly in relation to

the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within 15 days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a 60-day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 **NOTICES.** Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the 1st day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 **CAPTIONS AND SECTION NUMBERS.** The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition as of a date within the last 12 months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term **"Floor Area"** as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "**Late Interest**") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "**prime rate of interest**" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and

enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the

other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within 20 days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within 20 days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("**ADA**", 42U.S.C.§§12101 et seq.) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("**ADAAG**"). Within 5 days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord, American or the City of New York.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen (15%) percent of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for

providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION.** With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I.** Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 **LABOR HARMONY.** Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord.

Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by 24 hours' oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than 24 hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 **CROSS DEFAULT.** Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 **DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS.** INTENTIONALLY DELETED.

Section 27.29 **LOCAL BUSINESS ENTERPRISE COMMITMENT.** Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J.**

Section 27.30 PREPAID TELEPHONE CALLING CARD SERVICES. It is expressly agreed to by Landlord and Tenant that Tenant's prices for prepaid telephone calling card services shall not at any time exceed the prices that Tenant is charged for such business services from its vendors. Tenant understands and agrees that such prepaid telephone calling card services shall only be provided through Authority approved vendors. Tenant shall pay directly to the Authority approved vendors any and all sums paid to, received by, or otherwise derived by Tenant from such prepaid telephone calling card services, which sums are subject to the terms of agreements between the Authority and the relevant vendor. Notwithstanding anything to the contrary contained in this Sublease, since all sums paid to, received by or otherwise derived by Tenant for such prepaid telephone calling card services are required to be paid by Tenant to the Authority approved vendors.

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

TRAVELEX CURRENCY SERVICES, INC.,
a Delaware corporation

By: _____

Print Name: DAVID MONTGOMERY

Title: VICE PRESIDENT

ATTEST:

By: _____

Print Name: SUSAN DRUCKMAN

Title: Director, Operations.

LANDLORD

WESTFIELD CONCESSION MANAGEMENT, INC.,
a Delaware corporation

By: Arnold L. Mayersohn, Jr.

Print Name: Arnold L. Mayersohn, Jr.

Title: Asst. V.P. & Secretary

Legal

1841862v4
JFK/Travelex

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

FORM OF AUTHORITY CONSENT AGREEMENT

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

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

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

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

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

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

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

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

(d) No changes, amendments, renewals or extensions to the Sublease 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 and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use

and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

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

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

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits

against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. 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 Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession-Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing

an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

JOHN F. KENNEDY INTERNATIONAL AIRPORT

TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT

TENANT NAME: _____ SPACE#: _____ CONTACT: _____

YEAR: _____ PHONE: _____

Month	Gross Receipts	RENT									
		Guaranteed Rent	Percentage Rent				Mrktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%	Rent					
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.

Signed: _____ Date: _____

Title: _____

Exhibit C

Exhibit C

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "**American's Work**" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "**Tenant's Work**" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "**Tenant's Construction**

Requirements".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.

2. The Design Guidelines.

3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.

4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.

5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.

6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general

public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.

2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 20 days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 20 days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for

police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within 5 days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than 90 days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of $10,000.00 each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents

referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant, American and the Authority, in accordance with their respective insurable interests. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord, American and the Authority.

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

(i) As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.

(ii) The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon 7 days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of $150.00 per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.

2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of $1.50 per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the

Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.

2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding

any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the 5 comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the 5 comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware corporation

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager

The certificate holder on each of the Certificates of Insurance shall be as follows:

Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed $30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

a. Women;

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

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

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

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and

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

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

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

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

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9P^{thP} Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, Inc.
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____A_____, we _____B_____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____C_____ in your favor up to an aggregate of $_____D_____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____E_____, _____E_____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____B_____ Letter of Credit No. _____C_____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, Inc., or its designee, that _____A_____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, Inc. and _____A_____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____F_____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

_____

Bank Officer/Representative

LEGEND:

A: INSERT APPLICANT NAME, I.E. TENANT NAME.
B: INSERT NAME OF ISSUING BANK.
C: INSERT LOC IDENTIFICATION NUMBER.
D: INSERT DOLLAR VALUE OF INSTRUMENT.
E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

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

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

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

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

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

(c) As used herein: (1) "**Employer identification number**" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form

941; and (2) "**Minority**" – as in the Definitions to the Concession Area Lease.

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

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

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

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

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

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

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

Contractor may have taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

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

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

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

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

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "**Minority Business Enterprise**" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "**Women-owned Business Enterprise**" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "**Meaningful participation**" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to

include meaningful participation by MBEs and WBEs shall include at least the following:

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

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

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

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

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.

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

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

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

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

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("**LBEs**") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("**ASDO**"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("**BASIS**"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until 14 days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such 14 day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and **Exhibit E**. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within 2 days of such notification shall be subject to fines identified herein until strict compliance has been achieved.

2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*

3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*

4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*

5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: $150.00/day until corrected.

Second Violation: $250.00/day until corrected.

Third Violation: $500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in $250.00 increments. For example, on the fourth violation the daily fine assessed will be $750.00 and on the fifth violation, the daily fine assessed will be $1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*

2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*

3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*

4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.

5. Window displays shall be changed frequently and no less often than on a quarterly basis.*

6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*

7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: $150.00/day until corrected.

Second Violation: $250.00/day until corrected.

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Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in $250.00 increments. For example, on the fourth violation the daily fine assessed will be $750.00 and on the fifth violation, the daily fine assessed will be $1,000.00.

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B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*

2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.

3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*

4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.

5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*

6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*

7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of

the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*

9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*

10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*

11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.

12. Tenant shall, within 24 hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*

13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*

14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

    First Violation: $150.00/day until corrected.

    Second Violation: $250.00/day until corrected.

    Third Violation: $500.00/day until corrected.

    Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in $250.00 increments. For example, on the fourth violation the daily fine assessed will be $750.00 and on the fifth violation, the daily fine assessed will be $1,000.00.

    All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

C. <u>PREMISES CLEANLINESS AND APPEARANCE</u>

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all

times.*

2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*

3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*

4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*

5. All trash receptacles are adequate in number, not overflowing.*

6. Display cases shall be kept completely stocked with merchandise and attractive.

7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*

8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

   First Violation: $150.00/day until corrected.

   Second Violation: $250.00/day until corrected.

   Third Violation: $500.00/day until corrected.

   Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in $250.00 increments. For example, on the fourth violation the daily fine assessed will be $750.00 and on the fifth violation, the daily fine assessed will be $1,000.00.

   All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Additional Performance Standards for Food & Beverage Concessions Only:

1. Menu Boards are well maintained and easy to read.

2. Operating Staff and employee uniforms are clean and complete. At least one designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *

3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*

4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*

5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*

6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*

7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*

8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*

9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

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All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

NEW YORK)
) ss.
OF NEW YORK)

the 23rd day of March in the year ~~2005~~ 2006, before me, the undersigned, a
lic in and for said state, personally appeared Lysa Schilly,
nown to me or proved to me on the basis of satisfactory evidence to be the
) whose name(~~s~~) is (~~are~~) subscribed to the within instrument and acknowledged to me
~~they~~ executed the same in ~~his~~/her/~~their~~ capacity(~~ies~~), and that by ~~his~~/her/~~their~~
on the instrument, the individual(~~s~~), or the person upon behalf of which the
) acted, executed the instrument.

Marie H Edwards
(notarial seal and stamp)

FOR WESTFIELD CONCESSION MANAGEMENT, INC.

Marie H. Edwards
Notary Public, State of New York
No. 01ED4959693
Qualified in ~~Kings~~ Richmond County
Commission Expires 1/6/2010

Missouri)
) ss.
OF St. Charles)

e 15 day of August in the year 2005, before me, the undersigned, a
in and for said state, personally appeared Arnold L. Mayersohn, Jr,
own to me or proved to me on the basis of satisfactory evidence to be the
whose name(s) is (are) subscribed to the within instrument and acknowledged to me
ey executed the same in his/her/their capacity(ies), and that by his/her/their
n the instrument, the individual(s), or the person upon behalf of which the
acted, executed the instrument.

Stacy L Gruettemeyer
(notarial seal and stamp)

STACY L. GRUETTEMEYER
Notary Public-Notary Seal
State of Missouri
St Charles County
My Commission Expires Feb 20, 2006

FOR SUBLESSEE

OF New York)
) ss.
Y OF Queens)

On the 11th day of August in the year 2005, before me, the undersigned, a ublic in and for said state, personally appeared David Montgomery, ly known to me or proved to me on the basis of satisfactory evidence to be the al(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me he/they executed the same in his/her/their capacity(ies), and that by his/her/their (s) on the instrument, the individual(s), or the person upon behalf of which the al(s) acted, executed the instrument.

Pallavi Patel
(notarial seal and stamp)

PALLAVI PATEL
Notary Public, State of New York
No. 01PA5073380
Qualified in Queens
Commission Expires February 24, 2007

FOR AMERICAN AIRLINES, INC.

F Texas)
) ss.
OF Tarrant)

the 23rd day of August in the year 2005, before me, the undersigned, a blic in and for said state, personally appeared Laura A. Einspanier, known to me or proved to me on the basis of satisfactory evidence to be the s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me they executed the same in his/her/their capacity(ies), and that by his/her/their) on the instrument, the individual(s), or the person upon behalf of which the s) acted, executed the instrument.

Rowena Thom
(notarial seal and stamp)

NOTARY PUBLIC STATE OF TEXAS
ROWENA THOM
Notary Public, State of Texas
My Commission Expires 10-29-08

FOR SUBLESSEE

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

On the 11th day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared David Montgomery, 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.

Pallvi Patel
(notarial seal and stamp)

PALLAVI PATEL
Notary Public, State of New York
No. 01PA5073380
Qualified in Queens
Commission Expires February 24, 2007

FOR AMERICAN AIRLINES, INC.:

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 23rd day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura A. Einspanier, 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.

Rowena Thom
(notarial seal and stamp)

NOTARY PUBLIC STATE OF TEXAS
ROWENA THOM
Notary Public, State of Texas
My Commission Expires 10-29-08

Agreement No. ANC- 012

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

AGREEMENT OF LEASE

Between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

And

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

Dated as of February 22, 2010

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AGREEMENT OF LEASE

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

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

Section 1. **Definitions**

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

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

(b) "**Affiliate**" shall mean any person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Lessee and any entity in which the Lessee or a shareholder of the Lessee has an ownership, licensor/licensee or franchiser/franchisee interest or relationship, but if the Lessee shall be a corporation whose voting securities shall be registered with the Securities and Exchange Commission and publicly traded on a regular basis then only such shareholder of the Lessee having an ownership interest greater than five percent (5%). The term "**control**" (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

(c) "**Airline Leases**" shall mean those leases in effect at the Terminal(s) between the Port Authority, as lessor, and various airlines, as lessees, from time to time during the term of this Agreement, as the same have been or shall be supplemented or amended including, without limitation, all letter agreements entered into between the Port Authority and the relevant airline lessee(s). For purposes of this Agreement, the aforementioned airlines shall be referred to as "airline lessees".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) **"Environmental Damages"** shall mean any one or more of the following: (i) the presence in, on, or under the Premises of any Hazardous Substance whether such presence

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

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

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

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

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

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

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

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

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

Lessee's business interruption insurance policy because of business interruptions, and the spread earned on any exchange or foreign currency transaction whether for an exchange service or for merchandise, products and/or services. A "**sale**" shall be deemed to have been consummated for purposes hereof, and the entire amount of the sales price shall be included in Gross Receipts and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. Each sale made upon installment or credit shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when any payment is received. No deduction from Gross Receipts shall be allowed for uncollected or uncollectible credit amounts or "bad" checks. Gross Receipts shall include retail display allowances, slotting fees, on-Premises advertising and other promotional incentives (collectively referred to as "**RDAs**"). Gross Receipts shall include all such sales, revenues or receipts generated by Lessee's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Lessee and shall also include the full amount of all insurance proceeds paid on a gross earnings business interruption insurance policy to Lessee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(nn) The term **"Reserved Uses"** shall mean the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges; airline clubs; airtrain/monorail facilities; advertising (including, without limitation, static display, broadcast and other); pay telephones, pre-paid phone cards, facsimile transmission machines and other public communications services including, without limitation, all Port Authority-owned or operated information and communications technology infrastructure for common Airport use; rental of cellular phones; concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)); ground transportation (including vehicle rentals); hotel and other lodging reservations; vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Premises pursuant to a sublease with a specific concessionaire and if approved in advance by the Port Authority; on-airport baggage carts (other than shopping carts made available free of charge to shoppers within the concession areas of the Terminal) or other on-airport baggage-moving devices; and electronic amusements.

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

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

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

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

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

Section 2. **Letting**

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

Section 3. **Term**

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

Section 4. **Rights of Use by the Lessee**

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

Section 5. **Rental**

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

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

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

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

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

Section 6. **Obligations in Connection with any Percentage Rental**

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

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

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

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

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

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

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

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

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

(b) Without implying any limitation on the right of the Port Authority to terminate this Agreement for the breach of any term or condition thereof, the Lessee understands that compliance by the Lessee with the provisions of subparagraphs (3) and (4) of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the Percentage Rental arrangement under this Agreement and in the event of the failure of the Lessee to maintain, keep within the Port of New York District or make available for examination and audit the Lessee's Records in the manner and at the times or location as provided in this Section then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

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

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

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

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

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

Section 7. **Government Requirements**

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

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

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

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

Section 8. **Rules and Regulations**

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

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

Section 9. **Various Obligations of the Lessee**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. **Prohibited Acts**

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

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

Section 11. **<u>Care, Maintenance, Rebuilding and Repair by the Lessee</u>**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Removal of Property and/or Debris. In the event of a partial or total destruction of the Premises, the Lessee shall immediately remove any and all of its property and/or debris from the Premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

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

Section 12. **<u>Indemnity; Liability Insurance</u>**

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

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

the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

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

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

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

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

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

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

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

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

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

Section 13. **<u>Sales and Services by the Lessee</u>**

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

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

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

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

(1) If the Lessee conducts a similar business to the business operation permitted under this Agreement in off-Airport location(s) in the Greater New York City – Northern New Jersey Metropolitan Area (herein referred to as the "**Metro Area**"), "**Street Prices**" shall mean the average price regularly charged by the Lessee for the same or similar item in such Metro Area location;

(2) If the Lessee does not conduct a similar business to the business operation permitted under this Agreement in off-Airport location(s) in the Metro Area, "**Street Prices**" shall mean the average price regularly charged in the Metro Area by similar retailers for the same or similar item; and

(3) If neither the Lessee nor other similar retailers sell a particular item in the Metro Area, "**Street Prices**" shall mean the average price regularly charged by the Lessee or similar retailers for the same or similar item in any other geographic area, with a reasonable adjustment for any cost of living variance between such area and the Metro Area.

(4) If the Lessee is engaged in the business of selling duty-free goods, "**Street Prices**" shall mean the price regularly charged by the Lessee or similar retailer for the same or similar duty-free item at other urban airports in the Northeast region of the United States, including but not limited to John F. Kennedy International Airport, New York, New York.

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

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

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

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

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

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

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

Section 14. <u>Signs</u>

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

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

Section 15. <u>Services and Utilities</u>

(a) General

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

(2) The Port Authority's obligation to provide or continue any service or utility hereunder shall be limited by the safe and efficient operating capacity of the existing

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

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

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

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

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

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

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

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

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

(d) High Temperature Water.

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

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

(e) Chilled Water.

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

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

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

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

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

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

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

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

(g) Drainage and Exhaust. Without in any way limiting the Lessee's other obligations under this Agreement, the Lessee shall supply, replace, install, repair, maintain and keep clean all grease traps in all drainage pipes exclusively used in operations at the Premises whether such pipes are located on the Premises or elsewhere at the Terminal. The Lessee shall also keep clean, repair and maintain (other than structurally) all kitchen exhaust ducts including the replacement of all filters where such ducts are exclusively used by it in such operations and whether such ducts are located on the Premises or elsewhere at the Terminal. As part of the Lessee's maintenance

responsibilities, the hood and ventilation system servicing the Premises shall be cleaned and maintained, from inside the unit through the ductwork to the roof top fan, on a monthly basis and at the Lessee's sole cost and expense. Written documentation of this work shall be supplied to the Port Authority on or before the seventh (7th) day of each calendar month, relating to servicing during the preceding calendar month. In addition, should any corrective work be necessary for any portion of the hood and ventilation system, the Lessee shall be responsible for the immediate repair and costs therefor, whether such repair is required inside the unit or outside the unit.

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

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

Section 16. **<u>Construction by the Lessee</u>**

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

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

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

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

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

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

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

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

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

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

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

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

Section 17. **<u>Injury and Damage to Person or Property</u>**

The Port Authority shall not be liable to the Lessee, or to any person, for injury or death to any person or persons whomsoever, or damage to any property whatsoever at any time in the Premises or elsewhere in the Terminal, including but not limited to any such injury, death or damage

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

Section 18. Additional Rent and Charges

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

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

Section 19. Application of Payments; Accord and Satisfaction

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

Section 20. Rights of Entry Reserved

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

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

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

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

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

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

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

Section 21. **<u>Condemnation</u>**

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

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

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

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

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

Section 22. **Assignment and Subleasing**

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

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

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

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

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

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

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

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

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

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

Section 23. <u>Termination</u>

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

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

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

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

(4) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within thirty (30) days after the filing thereof; or

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

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

(7) The Lessee is, or the Lessees collectively are doing business as, or constitute a co-partnership, and the said co-partnership shall be dissolved as the result of any act or omission of its co-partners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(8) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Lessee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

(9) Any type of strike or other labor activity is directed against the Lessee at the Terminal resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Terminal or the operations of other Lessees or licensees thereat, whether or not the same is due to the fault of the Lessee, and whether caused by the employees of the Lessee or by others; or

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

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

(12) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed, within ten (10) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter the continuance thereof, the Port Authority may by five (5) days' notice terminate the letting and the rights of the Lessee hereunder, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof may be and operate as a conditional limitation.

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

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

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

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

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

Section 24. Right of Re-entry

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

Section 25. Waiver of Redemption

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

Section 26. Survival of the Obligations of the Lessee

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

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

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

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

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

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

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

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

Section 27. **<u>Reletting by the Port Authority</u>**

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

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

Section 28. **Thirty Day Termination**

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

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

Section 29. **Remedies to Be Non-exclusive**

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

Section 30. **Surrender**

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

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

(b) Subject to the provisions of the Sections of this Agreement entitled "*Sales and Services by the Lessee*" and "*Thirty Day Termination*", respectively, the Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the Premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

Section 31. **Acceptance of Surrender of Lease**

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

Section 32. **Requirement of Security Deposit**

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

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

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

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

Section 33. **Brokerage**

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

Section 34. **Limitation of Rights and Privileges Granted**

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

Section 35. **Letting Postponed**

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

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

Section 36. **Changes in the Terminal**

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

Section 37. **Notices**

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

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

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

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

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

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

Section 38. **Place of Payments**

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

Bank:	Bank of America, 555 S. Flower Street, 6th Floor, Los Angeles, CA 90071
Bank ABA Number:	122 000 661
Account Name:	Westfield Concession Mgmt., LLC As Agent for Newark Airport Terminal A&B/Blocked Acct.
Account Number:	Ex. 2.a.
Instructions:	Lessee is required to send an email with EFT confirmation to the following individuals when payments are made: jgarraway@us.westfield.com (Airport Accountant) and nholder@us.westfield.com (Senior Accountant)

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

Section 39. **Quiet Enjoyment**

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

Section 40. **Headings**

The section headings and the paragraph headings, if any, are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

Section 41. **Construction and Application of Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 42. <u>Non-Discrimination</u>

(a) Without limiting the generality of any of the provisions of this Agreement, the Lessee in its operations at the Airport, the use of any space or Premises and the exercise of any privileges under this Agreement, shall not on the grounds of race, creed, color or national origin discriminate or permit discrimination against any person or group of persons in any manner whatsoever and shall comply with Part 21 to the Regulations of the Office of the Secretary of Transportation, as it may be amended and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Lessee's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Lessee shall include the provisions of paragraph (1) of this Section in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce any such covenant. Nothing herein shall be or be deemed to grant to the Lessee the right to make any such agreement or concession.

(c) The Lessee's noncompliance with the provisions of this Section shall constitute a material breach of this Agreement. In the event of such noncompliance, the Port Authority may take any appropriate action to enforce compliance; or by giving twenty-four (24) hours' notice, may terminate this Agreement and the letting hereunder with the same force and effect as a termination under the Section of this Agreement providing for termination for default by the Lessee in the performance or observance of any other term or provision of this Agreement; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) This Agreement is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Part 23. The Lessee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The

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

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

Section 43. Basic Lease

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

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

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

Section 44. Governmental Compliance

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

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

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

Section 45. **Force Majeure**

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

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

Section 46. **Rules and Regulations Amendment**

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

Section 47. **Non-Liability of Individuals**

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

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

Section 48. Other Agreements

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

Section 49. Operating Names

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

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

Section 50. Labor Disturbances and Labor Harmony

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

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

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

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

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

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

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

Section 51. Finishes and Decorating by the Lessee

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

(b) The Lessee agrees that in performing the Lessee's Work it will incur costs subject to the limitations and restrictions contained in Item 6 of **Exhibit B**. Lessee shall submit on a

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

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

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

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

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

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

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

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

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

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

(i) The contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeships and on-the-job training;

(ii) At the request of either the Port Authority or the Lessee, the contractor shall request such employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the Lessee to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder;

(iii) The contractor will state, in all solicitations or advertisement for employees placed by or on behalf of the contractor in the performance of the contract, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status; and

(iv) The contractor will include the provisions of (f)(2)(i) through (f)(2)(iii) of this Section in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with the contract.

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

(h) The Lessee shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and agrees to undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training.

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

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

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

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

(j) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

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

Section 52. **Affirmative Action**

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

Section 53. **Late Charges**

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

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

Section 54. Ethical Standards

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

Section 55. Additional Rent Items and Lessee Obligations

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

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

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

(b) Distribution Services and Fee.

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

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

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

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

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

(d) Food Court Maintenance Fee. Intentionally Omitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 56. **Lessee's OFAC Certification**

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

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

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

Section 57. **Holdover**

Without in any way limiting the provisions set forth in the Sections of this Agreement entitled *"Termination"*, *"Right of Re-entry"* and *"Survival of the Obligations of the Lessee"*, respectively, in the event the Lessee remains in possession of the Premises (without the written consent of the Port Authority through either a written notice from the Port Authority or a written agreement between the parties) after the expiration or termination of the term of the letting

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

Section 58. **Waiver of Trial by Jury**

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

Section 59. **Liquidated Damages**

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

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

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

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

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

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

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

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

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

Section 60. <u>Amendments/Modifications</u>

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

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

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

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

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

Section 61. **<u>Miscellaneous</u>**

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

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

(c) Updating of Federal Requirements. The Lessee specifically acknowledges and agrees that the Federal requirements set forth in **Schedule E** may be revised or updated from time

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

Section 62. **Entire Agreement**

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

It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

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

ATTEST:

By: Karen Hartman
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: Ronald DeRose

Name: Ronald DeRose

Title: Asst. Director, CCAS

(Seal)

ATTEST:

By: Assistant Secretary

LESSEE:
NEWARK CURRENCY SERVICES, LLC
By: Travelex America, Inc., a Member

By:

Name: Jon Darlo
(Please Print Clearly)

Title: Authorized Signatory Vice President
(Seal)

Travelex America Inc. 1989 Delaware

By: CLS Management Services, Inc., a Member

By: Cynthia L. Shifflet

Name: Cynthia Shifflet

Title: President

(Seal)

By: Secretary

CLS Management Services Inc. 1994 Virginia

LESSEE:

ATTEST:

TRAVELEX AMERICA, INC.,
a Delaware corporation

By: _____
Assist. Secretary

By: _____

Name: Jon David
(Please Print Clearly)

Title: Authorized Signatory Vice President
(Seal)

Travelex America Inc. 1989 Delaware

LESSEE:

ATTEST:

CLS MANAGEMENT SERVICES, INC.,
a Virginia corporation

By: _____
Secretary

By: _____

Name: Cynthia Shifflet
(Please Print Clearly)

Title: President
(Seal)

CLS Management Services, Inc. 1994 Virginia

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

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

Rental, Abatement, Insurance Limits and Other Terms

Item 1: Rental Provisions:

(a) Basic Rental and Additional Rental:

(1) The Lessee shall pay to the Port Authority a basic rental (sometimes referred to herein as "**Basic Rental**" or "**MAG**" at the annual rate of Ex.2.a. payable in equal monthly installments in advance on the Rental Payment Start Date and on the first day of each and every calendar month thereafter occurring during the **first Annual Period of the** term of the letting hereunder, provided, however, that if the Rental Payment Start Date shall occur on a day other than the first day of a calendar month, the monthly installment of the applicable Basic Rental, i.e., MAG, payable for the portion of the calendar month in which such respective event occurs following such date shall be an amount equal to the monthly installment set forth in this subparagraph multiplied by a fraction, the numerator of which shall be the number of days from such respective event to the end of the calendar month in which such respective event occurs, and the denominator of which shall be the full number of days in that calendar month. If the date of expiration or termination of the letting hereunder occurs on other than the last day of the month, the applicable Basic Rental payable for the portion of the month in which the date of such expiration or termination shall occur during which the letting thereof remains effective shall be the amount of the monthly installment of such applicable Basic Rental set forth in this subparagraph prorated on a daily basis.

(2) The Basic Rental shall be adjusted for each subsequent Annual Period as follows: Ex.2.a. of the prior Annual Period's total Effective Rental, but in no event less than

"**Effective Rental**" means the annual aggregate of Basic Rental plus Percentage Rental (based on actual Gross Receipts for the prior Annual Period) required to be paid hereunder.

(b) Percentage Rental

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

(1) Ex.2.a. of all Gross Receipts up to per Annual Period, payable monthly, inclusive of amounts payable, if any, with respect to RDAs arising during each Annual Period; plus

(2) Ex.2.a of Gross Receipts in excess of per Annual Period, payable monthly, inclusive of amounts payable, if any, with respect to RDAs arising during each Annual Period.

The computation of Percentage Rental for each Annual Period, or a portion of an Annual Period as hereinafter provided, shall be individual to such Annual Period or such portion of an Annual Period and without relation to any other Annual Period or any other portion of any Annual Period. The time for making payment and the method of calculation of Percentage Rental shall be as set forth in paragraph (d) of this Item 1.

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

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

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

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

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

(e) <u>Abatement</u>

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

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

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

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

Item 2: Liability Insurance Limits:

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

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

Item 3: Not Applicable

Item 4: Construction:

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

Item 5: Construction Liability Limits:

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

Item 6: Cost and Proration Thereof:

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

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

(1) Direct labor and material costs;

(2) Contract costs for purchase and installation of improvements, fixtures and equipment, excluding those of the types mentioned in the following subdivision (3);

(3) Engineering, architectural, planning, designing, financing, interest, insurance, and other overhead or carrying charges which are due for a period ending not later than the date of completion of installation of any such initial equipment, fixtures, or improvements for which they are incurred, and not to exceed twenty percent (20%) of the total of the amounts covered by subdivisions (1) and (2) above.

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

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

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

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

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

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

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

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

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

Item 7: Performance Bond: Not applicable.

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

For the Port Authority

Initialed:

For the Lessee

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:

[Insert Name of Company]

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

SCHEDULE A

Initial list of products

Services Provided

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

SCHEDULE E

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

Part I. Affirmative Action Guidelines – Equal Employment Opportunity

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

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

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

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

(1) Minority participation

Minority, except laborers	30%
Minority, laborers	40%

(2) Female participation

Female, except laborers	6.9%
Female, laborers	6.9%

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

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

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

(c) As used in these specifications:

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

(2) "Minority" includes:

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

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

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

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

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

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

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor shall specifically ensure that all foremen, superintendents,

and other supervisory personnel at the Premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the Premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months, the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decision, including specific review of these items with on-Premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the Premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, an tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the Premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as

may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Agreement, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II.

MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires that Lessee and the Lessee shall itself and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purpose hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, the Port Authority of New York and New Jersey, One World Trade Center, 63 East, New York, New York 10048 or such other address as the Port Authority may specify by notice to the Lessee. Certification shall be effective only if made in writing the Director in charge of the Office of Business and Job Opportunity of the Port Authority. The determination of the Port Authority shall be final and binding.

The Port Authority has compiled a list of the firms that the Port Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Port Authority. Such list shall be made available to the Contractor upon request. The Port Authority makes no representation as the financial responsibility or such, firms, their technical competence to perform, or any other performance-related qualifications.

Only MBE's and WBE's certified by the Port Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e., suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

For the Port Authority

Initialed:

For the Lessee

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise ("ACDBE") Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23 the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise ("**ACDBE**") program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Lessee shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25(f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through (1) joint venture in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of Part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23 that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

For the Port Authority

Initialed:

For the Lessee

For the Port Authority

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 21st day of January in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Ronald Dekker personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notary seal and stamp)

GAIL E MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified in Queens County
My Commission Expires June 14, 2011

For the Lessee

STATE OF New York)
)ss.:
COUNTY OF New York)

On the 12th day of March in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Jon Dorio personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notary seal and stamp)

Tara Martin

TARA K MARTIN
STATE OF NEW YORK, NOTARY PUBLIC
QUALIFIED IN NEW YORK COUNTY
LIC. #02MA6206459
COMMISSION EXPIRES MAY 18, 2013

For the Lessee (Travelex)

STATE OF New York)
)ss.:
COUNTY OF New York)

On the 17th day of March in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Jon Dario personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

TARA K MARTIN
STATE OF NEW YORK, NOTARY PUBLIC
QUALIFIED IN NEW YORK COUNTY
LIC. #02MA6208469
COMMISSION EXPIRES MAY 18, 2018

(notary seal and stamp)

Tara Martin

For the Lessee (CLS Management)

STATE OF Virginia)
)ss.:
COUNTY OF Fairfax)

On the 5th day of April in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Cynthia L. Shifflett personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NANCY I. RAZZINO
COMMONWEALTH OF VIRGINIA
REGISTRATION NO. 288217
MY COMMISSION EXPIRES 3-31-2012
NOTARY PUBLIC

(Notary seal and stamp)

NANCY I. RAZZINO

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-099 :

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:** **NEWARK CURRENCY SERVICES**, a joint venture comprised of **TRAVELEX AMERICA, INC**, a Delaware corporation and **CLS MANAGEMENT SERVICES, INC.**, a Virginia corporation (such joint venture and corporations acting jointly and severally hereunder and collectively referred to herein as the "Permittee")
d/b/a Travelex Worldwide Money Currency Exchange

3. **PERMITTEE'S ADDRESS:** Travelex America, Inc., 1305 Franklin Avenue, Suite 100, Garden City, NY 11530

   CLS Management Services, Inc., 4212 Ferry Landing Road, Alexandria, Virginia 22309

   Newark Currency Services, c/o Travelex America, Inc., 1305 Franklin Avenue, Suite 100, Garden City, NY 11530

4. **PERMITTEE'S REPRESENTATIVE.** Susan Druckman

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:** October 12, 2009

8. **EXPIRATION DATE:** (a)Spaces 117, 87A, 110A and B52, being the areas located in Terminal C Concourse C-3, the later of October 27, 2014 and the day preceding the fifth anniversary of the applicable Rent Commencement Date for such spaces; and
(b) Spaces 26 and C-216, being the areas located in Terminal C Concourse C-1 and C-2, March 30, 2013, subject to Special Endorsement No. 16 of the Permit The foregoing Expiration Date, as applicable, shall apply 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 and Exhibit A, Exhibit X, Schedule G, and Specials

Dated As of October 12, 2009

Consented and Agreed to by
CONTINENTAL AIRLINES, INC
As of June 27, 2008

By Kate Gebo

Print Name Kate Gebo

(Title) Vice President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Ronald DeRose

(Title) Asst. Director, CLPS

NEWARK CURRENCY SERVICES
Permittee

By Travelex America, Inc., a joint venturer
By
Print Name
(Title)

By CLS Management Services, Inc., a joint venturer
By Cynthia L. Shifflett
Print Name Cynthia L. Shifflett
(Title) President

TRAVELEX AMERICA, INC.
Permittee

By
Print Name
(Title)

CLS MANAGEMENT SERVICES, INC
Permittee

By Cynthia L. Shifflett
Print Name Cynthia L. Shifflett
(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
SB	MB

OPC

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.

(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

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.

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.

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

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,

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.

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.

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.

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "Permit"), 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 Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

SCHEDULE

Policy	Minimum Limit
Commercial general liability insurance (to include contractual liability endorsement)	

In the event the Permittee 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 Permit, including without limitation this Insurance Schedule.

(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 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 any claim or action against the Port Authority by the Permittee, 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 Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule 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 Permit. 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 Permittee 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 Permit by the Permittee 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 Permit. 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 Permittee 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 Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

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

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 October 12, 2009 (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 three currency exchange service centers, two foreign currency ATMs, one US currency ATM as part of Space B52 and one currency exchange cart. The Permittee shall provide currency exchange services at the Space as follows: foreign currency bank notes and drafts; Cash Passport; domestic money wire service, i.e., Western Union, and foreign wires; travel insurance; cash advances on Visa and MasterCard credit cards; prepaid phone cards through Port Authority approved vendors only; and change-making services for passengers only; 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) "Annual period" shall mean, as the context requires, the period commencing on the Rent Commencement Date and continuing through the balance of the month in which the Rent Commencement Date occurs, both dates inclusive, and each calendar month thereafter occurring during the effective period of the permission granted hereunder, *provided, however,* that if the Rent Commencement Date occurs on a date other than the first day of a calendar month or the period of permission granted under this Permit expires or is revoked or terminated on a date other than the last day of a calendar month, the MAG payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly MAG on a daily basis, using the exact number of days in the month involved.

(ii) "Minimum Annual Guaranty" or "MAG" 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) "PA Share" shall mean Ex.2.a. of the fees payable by the Permittee hereunder.

(iv) "Percentage Fee Amount" shall have the meaning ascribed to it in paragraph (c) of this Special Endorsement.

(b) (i) The Permittee shall pay to the Port Authority the PA Share of the MAG at the rate of

per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of

on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(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 PA Share of the MAG 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 the PA Share of the MAG prorated on a daily basis, using the actual number of days in the subject calendar month.

(c) Percentage Fee:

During the period commencing on the Rent Commencement Date and continuing throughout the balance of the period of the permission granted under the Permit, the Permittee shall pay directly to the Port Authority the Percentage Fee Amount equivalent to the PA Share of an amount equal to the excess over the MAG of the following gross receipts of the Permittee arising during each Annual Period:

(1) Ex.2.a of all foreign currency exchange transactions arising during each Annual Period from its operations in connection with its currency exchange services up to and including , and

(2) Ex.2.a. of all foreign currency exchange transactions arising during each Annual Period from its operations in connection with its currency exchange services in excess of ; and

(3) Ex.2.a of all gross receipts derived from ATM surcharges; and

(4) Ex.2.a of the gross receipts derived from all services and transactions other than those described in (1) through (3), above.

The computation of percentage fees for each annual period, or a portion of an annual period, as herein above defined, 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.

(d) The Permittee shall pay percentage fees as follows: on the 20th day of the first month following the Rent Commencement Date and on the 20th day of each and every

month thereafter including the month following the end of each annual period, the Permittee shall render to the Port Authority a sworn statement showing its gross receipts for the preceding month and 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, whenever such statement shall show that the sum of the percentages stated above applied to the cumulative gross receipts of the Permittee is in excess of the Minimum Annual Guaranty amount, the Permittee shall pay at the time of rendering the statement an amount equal to the PA Share of such excess and the Permittee shall thereafter on the 20th day of each month during that annual period and on the 20th day of the month following the end during such annual period pay an amount equal to the said percentages applied to the gross receipts during each subsequent month of that annual period.

(e) Upon any termination or revocation of the period of the permission granted hereunder (even if stated to have the same effect as expiration), the Permittee shall within twenty (20) days after the effective date of such termination, make a payment of fees computed as follows: first, if the period of the permission hereunder is terminated or revoked effective on a date other than the last day of a month the MAG for the portion of the month in which the period of the permission remains effective shall be the amount of the applicable monthly installment of the MAG prorated on a daily basis, and if the monthly installment due on the first day of that month 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 shall be credited to the Permittee's obligations; second, the Permittee shall within twenty (20) days after the effective date of termination or revocation, render to the Port Authority a sworn statement separately showing all its gross receipts for the monthly period in which the effective date of termination or revocation happens to fall and the cumulative gross receipts for such annual period, third, the payment then due on account of the Percentage Fee Amount for the annual period in which the effective date of termination or revocation happens to fall shall be the excess over the prorated Minimum Annual Guaranty amount of the percentages stated in subparagraph (c) above applied to all the gross receipts arising during such annual period; said Minimum Annual Guaranty amount being prorated by multiplying the same by a fraction, the numerator of which shall be the number of days from the commencement of the annual period through the effective date of termination or revocation and the denominator of which shall be 365, less any Percentage Fee Amount payments previously made for such annual period.

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 any portion of the Space, or

(b) October 27, 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."

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.

Special Endorsements

(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 (e) 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) (ii).

(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.

Special Endorsements

(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 Four Hundred Eighty-seven Thousand Five Hundred Dollars and No Cents ($487,500.00). 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.

Special Endorsements

(b) The Permittee hereby certifies that its Federal Tax Identification Number is Ex.1/4 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. In any instance where the consent of the Port Authority is required to be obtained hereunder in connection with an assignment, sublease or sublicense by the Permittee, the Permittee shall be obligated to pay the Port Authority a consent fee in the amount of Five Hundred Dollars and No Cents ($500.00). Such fee shall be paid contemporaneously with the delivery to the Port Authority of execution copies by the Permittee, and the relevant assignee/sublessee/sublicensee, of the consent agreement provided by the Port Authority for their signature. In the event that more than one Port Authority permit is impacted by the Permittee's proposed transaction, the consent fee shall apply to each and every Port Authority permit.

14. 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.

15. 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.

(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.

Special Endorsements

16. With respect to the portion of the Space located in Terminal C Concourse C-1 and C-2 the Expiration Date shall be March 30, 2013; provided, however, that if the term of the letting to the Airline under the Airline Lease, with regard to these Concourse C-1 and C-2 Spaces, is extended beyond March 31, 2013, then the period of permission granted under this Permit for these Spaces shall be extended to the earlier of: (a) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (b) the Expiration Date of this Permit applicable to the portion of the Space located in Terminal C Concourse C-3. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

For the Port Authority

Initialed:

For the Permittee

For the Permittee

KG

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Newark Currency Services (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:

NEWARK CURRENCY SERVICES

BY: Cynthia L Shuffett

DATE: 12-7-10

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.

Initialed:

For the Port Authority

For the Permittee

KG

For the Airline