Torres Rojas, Genara FOI# 14426

From: christopher.seymour@changetowin.org
Sent: Thursday, November 21, 2013 4:37 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; Qureshi, Ann
Subject: Freedom of Information Online Request Form

Information:

First Name: Christopher
Last Name: Seymour
Company: change to win
Mailing Address 1: 90 Broad St., Suite 710
Mailing Address 2:
City: New York
State: NY
Zip Code: 10004
Email Address: christopher.seymour@changetowin.org
Phone: 9172085912
Required copies of the records: Yes

List of specific record(s):
1. Copies of the most recently executed leases between the Port Authority and the owners andor operators of any and all McDonalds restaurants in or at any and all Port Authority-owned, -operated, -managed or -leased facilities, including but not limited to JFK Airport, LaGuardia Airport, Newark Liberty Airport, Port Authority Bus Terminal, George Washington Bridge bus station, and any PATH rail station. 2. Copies of any other executed contracts or agreements dated from 1990 to the present between the Port Authority or any subsidiary or affiliate of the Port Authority and McDonalds USA, LLC McDonalds Corp. System Capital Real Property Archland Property andor any subsidiary or affiliate of these listed entities. 3. Copies of financial or other reports dated January 1, 2000, forward that have accompanied payments to the Authority from the owners or operators of McDonalds restaurants in any Port Authority facilities, including but not limited to those listed above in 1.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

September 12, 2014

Mr. Christopher Seymour
Change to Win
90 Broad St., Suite 710
New York, NY 10004

Re: Freedom of Information Reference No. 14426

Dear Mr. Seymour:

This is in response to your November 21, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for copies of the most recently executed leases between the Port Authority and the owners and/or operators of any and all McDonalds restaurants in or at any and all Port Authority-owned, -operated, -managed or -leased facilities, including but not limited to John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, Port Authority Bus Terminal, George Washington Bridge bus station, and any PATH rail station. 2. Copies of any other executed contracts or agreements dated from 1990 to the present between the Port Authority or any subsidiary or affiliate of the Port Authority and McDonalds USA, LLC McDonalds Corp. System Capital Real Property Archland Property and/or any subsidiary or affiliate of these listed entities. 3. Copies of financial or other reports dated January 1, 2000, forward that have accompanied payments to the Authority from the owners or operators of McDonalds restaurants in any Port Authority facilities, including but not limited to those listed above in 1.

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/14426-LPA.pdf. Paper copies of the available records are available upon request.

Certain portions of the material responsive to your request are 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 FL
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

DATE: 11/05/13

INTERNAL: ACTG CTR 0025 PCT CD PI
LEASE NO 2100202003
R7520 PAGE 1

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

SITE: 031/2219
ADDRESS
BRITISH INTERNATIONAL TERMINAL 7
JAMAICA, NY 11430

VENDOR/ 00031573728
ADDRESS THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PO BOX 95000
PHILADELPHIA, PA 19195-1517

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: JANUARY 2013 TO DECEMBER 2013

SALES FOR THE LEASE YEAR:		ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
JANUARY	201,623.78	0.00	0.00	
FEBRUARY	176,144.00	0.00	0.00	
MARCH	222,514.56	0.00	0.00	
APRIL	228,129.09	0.00	0.00	
MAY	254,488.46	0.00	0.00	
JUNE	257,336.45	0.00	0.00	
JULY	257,894.77	0.00	0.00	
AUGUST	285,533.47	0.00	0.00	
SEPTEMBER	234,180.47	0.00	0.00	
OCTOBER	227,622.38	0.00	0.00	
TOTAL	2,345,466.40 TOTAL	0.00	0.00	
LESS: NON-PRODUCT	0.00			
ADJUSTED TOTAL	2,345,466.40			

EFF DATE	CALCULATED % RENT AMOUNT APPLIED	%	CALCULATED AMOUNT
01/01/13	227,622.38	0.0000	0.00
	0.00	16.0000	0.00
	227,622.38		

TOTAL % RENT - 01/01/13 0.00

TOTAL PRORATED % RENT AMOUNT 0.00
VENDOR PERCENT RENT % X 0.0000000

VENDOR % RENT AMOUNT DUE = 0.00
TOTAL VENDOR ADJUSTMENT 0.00

FINAL % RENT DUE 0.00

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GRO SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

YOURS TRULY,

HOME OFFICE REPRESENTATIVE
MCDONALD'S CORPORATION
REAL ESTATE FRANCHISING ACCOUNTING

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DATE: 01/04/13

INTERNAL: ACTG CTR 0025 PCT CD PI
LEASE NO 2100202003
R7520 PAGE 1

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

SITE: 031/2219
ADDRESS
BRITISH INTERNATIONAL TERMINAL 7
JAMAICA, NY 11430

VENDOR# 00031573728
ADDRESS THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PO BOX 95000
PHILADELPHIA, PA 19195-1517

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: JANUARY 2012 TO DECEMBER 2012

SALES FOR THE LEASE YEAR:			ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION	(A + B + C) % RENT PAID
JANUARY	188,889.20		0.00	0.00		0.00
FEBRUARY	167,862.93		0.00	0.00		0.00
MARCH	194,413.83		0.00	0.00		0.00
APRIL	222,194.78		0.00	0.00		0.00
MAY	229,319.41		0.00	0.00		0.00
JUNE	245,287.80		0.00	0.00		0.00
JULY	252,486.26		0.00	0.00		0.00
AUGUST	263,254.21		0.00	0.00		0.00
SEPTEMBER	232,604.35		0.00	0.00		0.00
OCTOBER	210,452.60		0.00	0.00		0.00
NOVEMBER	216,823.21		0.00	0.00		0.00
DECEMBER	238,608.20		0.00	0.00		0.00
TOTAL	2,662,276.78	TOTAL	0.00	0.00		0.00
LESS: NON-PRODUCT	0.00					
ADJUSTED TOTAL	2,662,276.78					

EFF DATE	CALCULATED % RENT AMOUNT APPLIED	%	CALCULATED AMOUNT
01/01/12	2,662,276.78	0.0000	0.00
	0.00	16.0000	0.00
	2,662,276.78		

TOTAL % RENT - 01/01/12		0.00
TOTAL PRORATED % RENT AMOUNT		0.00
LESS: PREV YTD % RENT (A)	-	0.00
% RENT AMOUNT DUE		0.00
VENDOR PERCENT RENT %	X	0.0000000
VENDOR % RENT AMOUNT DUE	=	0.00
TOTAL VENDOR ADJUSTMENT		0.00
FINAL % RENT DUE		0.00

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

YOURS TRULY,

HOME OFFICE REPRESENTATIVE
MCDONALD'S CORPORATION
REAL ESTATE FRANCHISING ACCOUNTING

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DATE: 01/05/12

INTERNAL: ACTG CTR 0025 PCT CD PI
LEASE NO 2100202003
R7528 PAGE 1

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

SITE: 031/2219
ADDRESS
BRITISH INTERNATIONAL TERMINAL 7
JAMAICA, NY 11430

VENDOR# 00031573728
ADDRESS THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PO BOX 95000
PHILADELPHIA, PA 19195-1517

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: JANUARY 2011 TO DECEMBER 2011

SALES FOR THE LEASE YEAR:		ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
JANUARY	174,600.13	0.00	0.00	
FEBRUARY	152,102.80	0.00	0.00	
MARCH	183,606.39	0.00	0.00	
APRIL	206,973.89	0.00	0.00	
MAY	223,979.44	0.00	0.00	
JUNE	242,526.27	0.00	0.00	
JULY	261,205.03	0.00	0.00	
AUGUST	253,808.74	0.00	0.00	
SEPTEMBER	221,612.50	0.00	0.00	
OCTOBER	210,732.20	0.00	0.00	
NOVEMBER	190,696.91	0.00	0.00	
DECEMBER	213,035.36	0.00	0.00	
TOTAL	2,535,679.66	0.00	0.00	
LESS: NON-PRODUCT	0.00			
ADJUSTED TOTAL	2,535,679.66			

EFF DATE	CALCULATED % RENT AMOUNT APPLIED	%	CALCULATED AMOUNT
01/01/11	2,535,679.66	0.0000	0.00
	0.00	16.0000	0.00
	2,535,679.66		

TOTAL % RENT - 01/01/11		0.00
TOTAL PRORATED % RENT AMOUNT		0.00
LESS: PREV YTD % RENT (A)	-	0.00
% RENT AMOUNT DUE		0.00
VENDOR PERCENT RENT %	X	0.0000000
VENDOR % RENT AMOUNT DUE	=	0.00
TOTAL VENDOR ADJUSTMENT		0.00
FINAL % RENT DUE		0.00

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

YOURS TRULY,

HOME OFFICE REPRESENTATIVE
MCDONALD'S CORPORATION
REAL ESTATE FRANCHISING ACCOUNTING

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MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

SITE: 031/2219
ADDRESS
BRITISH AIR TERMINAL- JFK AIRPORT
JAMAICA, NY 11559

VENDOR# 00031573728
ADDRESS THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PO BOX 95000-1517
PHILADELPHIA, PA 19195-1517

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: JANUARY 2010 TO DECEMBER 2010

SALES FOR THE LEASE YEAR:		ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
JANUARY	188,205.28	0.00	0.00	
FEBRUARY	166,662.03	0.00	0.00	
MARCH	198,546.15	0.00	0.00	
APRIL	189,367.58	0.00	0.00	
MAY	208,390.97	0.00	0.00	
JUNE	219,448.54	0.00	0.00	
JULY	238,696.83	0.00	0.00	
AUGUST	232,227.60	0.00	0.00	
SEPTEMBER	204,834.51	0.00	0.00	
OCTOBER	191,555.50	0.00	0.00	
NOVEMBER	172,821.74	0.00	0.00	
DECEMBER	205,264.34	0.00	0.00	
TOTAL	2,416,021.07	TOTAL 0.00	0.00	
LESS: NON-PRODUCT	0.00			
ADJUSTED TOTAL	2,416,021.07			

EFF DATE	CALCULATED % RENT AMOUNT APPLIED	%	CALCULATED AMOUNT
01/01/10	2,416,021.07	0.0000	0.00
	0.00	15.0000	0.00
	2,416,021.07		
TOTAL % RENT - 01/01/10			0.00
09/01/10	2,416,021.07	0.0000	0.00
	0.00	16.0000	0.00
	2,416,021.07		
TOTAL % RENT - 09/01/10			0.00
11/01/10	2,416,021.07	0.0000	0.00
	0.00	16.0000	0.00
	2,416,021.07		
TOTAL % RENT - 11/01/10			0.00

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

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0DATE: 01/07/10

INTERNAL: ACTG CTR 0025 PCT CD PI
LEASE NO 2090122001
R7528 PAGE 1

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

0SITE: 031/2219
0ADDRESS
0 BRITISH AIR TERMINAL- JFK AIRPORT
0 JAMAICA, NY 11430

VENDOR# 00030852073
ADDRESS BRITISH AIRWAYS
JFK INTL AIRPORT TERMINAL 7
C/O UNISON-MAXIMUS INC
JAMAICA, NY 11430

0PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: JANUARY 2009 TO DECEMBER 2009

0SALES FOR THE LEASE YEAR:

				ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
0JANUARY	207,341.38			0.00	0.00	
0FEBRUARY	188,023.83			0.00	0.00	
0MARCH	219,726.27			0.00	0.00	
0APRIL	229,341.51			0.00	0.00	
0MAY	228,858.24			0.00	0.00	
0JUNE	226,351.74			0.00	0.00	
0JULY	245,820.73			0.00	0.00	
0AUGUST	244,742.01			0.00	0.00	
0SEPTEMBER	194,639.24			0.00	0.00	
0OCTOBER	195,671.18			0.00	0.00	
0NOVEMBER	181,311.47			0.00	0.00	
0DECEMBER	214,211.32			0.00	0.00	
0TOTAL	2,576,038.92	TOTAL	21,550.88	0.00	0.00	
0LESS: NON-PRODUCT	0.00					
0ADJUSTED TOTAL	2,576,038.92					

0EFF DATE	CALCULATED AMOUNT APPLIED	% RENT %	CALCULATED AMOUNT
001/01/09	2,502,336.65	0.0000	0.00
0	73,702.27	15.0000	11,055.34
0	2,576,036.92		

0 TOTAL % RENT - 01/01/09 11,055.34

0 TOTAL PRORATED % RENT AMOUNT 11,055.34
0 LESS: PREV YTD % RENT (A) - 21,550.88

0 % RENT AMOUNT DUE 10,495.54-
0 VENDOR PERCENT RENT % X 0.8000000

0 VENDOR % RENT AMOUNT DUE = 8,396.43-
0 TOTAL VENDOR ADJUSTMENT 0.00

0 FINAL % RENT DUE 8,396.43-

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

A4168768

PLEASE ISSUE A REIMBURSEMENT CHECK FOR THE OVERPAYMENT OF$ 8,396.43.
IF WE DO NOT RECEIVE REIMBURSEMENT IN 30 DAYS, THE AMOUNT OF$ 8,396.43
WILL BE DEDUCTED FROM YOUR NEXT RENT PAYMENT.

YOURS TRULY,

HOME OFFICE REPRESENTATIVE
MCDONALD'S CORPORATION
REAL ESTATE FRANCHISING ACCOUNTING

DATE: 01/06/09

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

INTERNAL: ACTG CTR 0025 PCT CD PI
LEASE NO 2000710001
R7528 PAGE 1

SITE: 031/2219
ADDRESS
BRITISH AIR TERMINAL- JFK AIRPORT
JAMAICA, NY 11430

VENDOR# 00029311826
ADDRESS THE PORT AUTHORITY OF NY/NJ
1 PATH PLAZA
JOURNAL SQUARE TRANSPORTATION CENTE
6TH FLOOR
JERSEY CITY, NJ 07306

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: JANUARY 2008 TO DECEMBER 2008

SALES FOR THE LEASE YEAR:		ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
JANUARY	215,651.67	0.00	0.00	
FEBRUARY	204,035.79	0.00	0.00	
MARCH	228,764.57	0.00	0.00	
APRIL	241,712.57	0.00	0.00	
MAY	256,171.65	0.00	0.00	
JUNE	271,764.49	0.00	0.00	
JULY	294,612.73	0.00	0.00	
AUGUST	296,046.18	0.00	0.00	
SEPTEMBER	234,350.30	0.00	0.00	
OCTOBER	222,432.09	0.00	0.00	
NOVEMBER	196,256.02	0.00	0.00	
DECEMBER	236,150.12	0.00	0.00	
TOTAL	2,897,948.18	TOTAL 0.00	0.00	
LESS: NON-PRODUCT	0.00			
ADJUSTED TOTAL	2,897,948.18			

A/6806 8

EFF DATE	CALCULATED AMOUNT APPLIED	% RENT %	CALCULATED AMOUNT
01/01/08	2,502,336.65	0.0000	0.00
	395,611.53	15.0000	59,341.72
	2,897,948.18		

TOTAL % RENT - 01/01/08 59,341.72

TOTAL PRORATED % RENT AMOUNT 59,341.72
LESS: PREV YTD % RENT (A) - 70,220.90

% RENT AMOUNT DUE 10,879.18-
VENDOR PERCENT RENT % X 0.2000000

VENDOR % RENT AMOUNT DUE = 2,175.83-
TOTAL VENDOR ADJUSTMENT 0.00

FINAL % RENT DUE 2,175.83-

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

PLEASE ISSUE A REIMBURSEMENT CHECK FOR THE OVERPAYMENT OF$ 2,175.83.
IF WE DO NOT RECEIVE REIMBURSEMENT IN 30 DAYS, THE AMOUNT OF$ 2,175.83 WILL BE DEDUCTED FROM YOUR NEXT RENT PAYMENT.

YOURS TRULY,

HOME OFFICE REPRESENTATIVE
MCDONALD'S CORPORATION
REAL ESTATE FRANCHISING ACCOUNTING

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DATE: 01/05/08

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

INTERNAL: ACTG CTR 0025 PCT CD PI
LEASE NO 2000710001
R7528 PAGE 1

SITE: 031/2219
ADDRESS
BRITISH AIR TERMINAL- JFK AIRPORT
JAMAICA, NY 11430

VENDOR# 00029311826
ADDRESS THE PORT AUTHORITY OF NY/NJ
1 PATH PLAZA
JOURNAL SQUARE TRANSPORTATION CENTE
6TH FLOOR
JERSEY CITY, NJ 07306

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: JANUARY 2007 TO DECEMBER 2007

SALES FOR THE LEASE YEAR:		ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
JANUARY	208,253.54	0.00	0.00	
FEBRUARY	191,839.12	0.00	0.00	
MARCH	225,132.34	0.00	0.00	
APRIL	218,640.12	0.00	0.00	
MAY	225,001.52	0.00	0.00	
JUNE	240,026.52	0.00	0.00	
JULY	257,904.60	0.00	0.00	
AUGUST	265,056.19	0.00	0.00	
SEPTEMBER	258,801.02	0.00	0.00	
OCTOBER	257,980.33	0.00	0.00	
NOVEMBER	247,175.49	0.00	0.00	
DECEMBER	289,291.19			
TOTAL	2,885,101.98	0.00	0.00	TOTAL
LESS: NON-PRODUCT	0.00			
ADJUSTED TOTAL	2,885,101.98			

EFF DATE	CALCULATED AMOUNT APPLIED	% RENT %	CALCULATED AMOUNT
01/01/07	2,291,431.25	0.0000	0.00
	593,670.73	15.0000	89,050.60
	2,885,101.98		

TOTAL % RENT - 01/01/07		89,050.60
TOTAL PRORATED % RENT AMOUNT		89,050.60
LESS: PREV YTD % RENT (A)	-	74,299.94
% RENT AMOUNT DUE		14,750.66
VENDOR PERCENT RENT %	X	0.2000000
VENDOR % RENT AMOUNT DUE	=	2,950.13
TOTAL VENDOR ADJUSTMENT		0.00
FINAL % RENT DUE		2,950.13

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

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HOME OFFICE REPRESENTATIVE
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REAL ESTATE FRANCHISING ACCOUNTING

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MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

.E: 031/2139
JDRESS
JFK AIRPORT TERMINAL 1
JAMAICA, NY 11430

VENDOR# 00030521306
ADDRESS PANY & NJ
PO BOX 95000-1556
PHILADELPHIA, PA 19195-1556

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: APRIL 2013 TO MARCH 2014

SALES FOR THE LEASE YEAR:			ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
APRIL	170,194.57		0.00	0.00	
MAY	195,520.79		0.00	0.00	
JUNE	218,067.20		0.00	0.00	
JULY	233,946.26		0.00	0.00	
AUGUST	228,208.90		0.00	0.00	
SEPTEMBER	196,278.81		0.00	0.00	
OCTOBER	176,799.40		0.00	0.00	
TOTAL	1,419,015.93	TOTAL	0.00	0.00	
LESS: NON-PRODUCT	0.00				
ADJUSTED TOTAL	1,419,015.93				

EFF DATE	CALCULATED AMOUNT APPLIED	% RENT %	CALCULATED AMOUNT
05/16/09	62,499.96	6.0000	3,749.99
	12,500.00	8.0000	1,000.00
	24,999.99	10.0000	2,499.99
	76,799.45	12.0000	9,215.93
	176,799.40		

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

TOTAL % RENT - 05/16/09		16,465.91
TOTAL PRORATED % RENT AMOUNT		16,465.91
VENDOR PERCENT RENT %	X	0.2000000
VENDOR % RENT AMOUNT DUE	=	3,293.19
TOTAL VENDOR ADJUSTMENT		0.00
FINAL % RENT DUE		3,293.19

YOURS TRULY,

HOME OFFICE REPRESENTATIVE
MCDONALD'S CORPORATION
REAL ESTATE FRANCHISING ACCOUNTING

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DATE: 04/03/13

INTERNAL: ACTG CTR 0025 PCT CD PI
LEASE NO 2090811002
R7528 PAGE 1

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

SITE: 031/2139
ADDRESS
JFK AIRPORT TERMINAL 1
JAMAICA, NY 11430

VENDOR# 00030621306
ADDRESS PANY & NJ
PO BOX 95000-1556
PHILADELPHIA, PA 19195-1556

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: APRIL 2012 TO MARCH 2013

SALES FOR THE LEASE YEAR:		ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
APRIL	131,476.06	0.00	0.00	
MAY	141,333.21	0.00	0.00	
JUNE	172,154.06	0.00	0.00	
JULY	195,993.50	0.00	0.00	
AUGUST	189,613.84	0.00	0.00	
SEPTEMBER	166,894.40	0.00	0.00	
OCTOBER	130,234.70	0.00	0.00	
NOVEMBER	140,110.27	0.00	0.00	
DECEMBER	159,804.98	0.00	0.00	
JANUARY	152,320.85	0.00	0.00	
FEBRUARY	121,727.07	0.00	0.00	
MARCH	166,874.55	0.00	0.00	
TOTAL	1,884,545.49	0.00	0.00	
LESS: NON-PRODUCT	7,198.53			
ADJUSTED TOTAL	1,877,346.96			

EFF DATE	CALCULATED % RENT AMOUNT APPLIED	%	CALCULATED AMOUNT
05/16/09	749,999.99	6.0000	44,999.99
	150,000.00	8.0000	12,000.00
	300,000.00	10.0000	30,000.00
	677,346.97	12.0000	81,281.63
	1,877,346.96		

TOTAL % RENT - 05/16/09		168,281.62
TOTAL PRORATED % RENT AMOUNT		168,281.62
LESS: PREV YTD % RENT (A)	-	153,870.31
% RENT AMOUNT DUE		14,411.31
VENDOR PERCENT RENT %	X	0.2000000
VENDOR % RENT AMOUNT DUE	=	2,882.27
TOTAL VENDOR ADJUSTMENT		0.00
FINAL % RENT DUE		2,882.27

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

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R7528 PAGE 1

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

SITE: 031/2139
ADDRESS
JFK AIRPORT TERMINAL 1
JAMAICA, NY 11430

VENDOR# 00030521306
ADDRESS PANY & NJ
PO BOX 95000-1556
PHILADELPHIA, PA 19195-1556

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: APRIL 2011 TO MARCH 2012

SALES FOR THE LEASE YEAR:		ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
APRIL	127,424.17	0.00	0.00	
MAY	139,483.54	0.00	0.00	
JUNE	175,964.77	0.00	0.00	
JULY	201,747.44	0.00	0.00	
AUGUST	171,546.14	0.00	0.00	
SEPTEMBER	154,202.30	0.00	0.00	
OCTOBER	135,228.34	0.00	0.00	
NOVEMBER	117,856.10	0.00	0.00	
DECEMBER	141,667.42	0.00	0.00	
JANUARY	131,102.35	0.00	0.00	
FEBRUARY	104,870.26	0.00	0.00	
MARCH	127,171.02	0.00	0.00	
TOTAL	1,728,263.85	TOTAL 0.00	0.00	
LESS: NON-PRODUCT	9,266.54			
ADJUSTED TOTAL	1,718,997.31			

EFF DATE	CALCULATED % RENT AMOUNT APPLIED	%	CALCULATED AMOUNT
05/16/09	749,999.99	6.0000	44,999.99
	150,000.00	8.0000	12,000.00
	300,000.00	10.0000	30,000.00
	518,997.32	12.0000	62,279.67
	1,718,997.31		

TOTAL % RENT - 05/16/09		149,279.66
TOTAL PRORATED % RENT AMOUNT		149,279.66
LESS: PREV YTD % RENT (A)	-	139,880.92
% RENT AMOUNT DUE		9,398.74
VENDOR PERCENT RENT %	X	0.2000000
VENDOR % RENT AMOUNT DUE	=	1,879.75
TOTAL VENDOR ADJUSTMENT		1,879.75-
FINAL % RENT DUE		0.00

COMMENTS:
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LEASE NO 2090811002
R7528 PAGE 1

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

SITE: 031/2139
ADDRESS
JFK AIRPORT TERMINAL 1
JAMAICA, NY 11430

VENDOR# 00030521306
ADDRESS PANY & NJ
PO BOX 95000-1556
PHILADELPHIA, PA 19195-1556

A/0016 A/0000

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: APRIL 2010 TO MARCH 2011

SALES FOR THE LEASE YEAR:		ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
APRIL	135,618.95	0.00	0.00	
MAY	142,651.59	0.00	0.00	
JUNE	156,882.26	0.00	0.00	
JULY	179,676.64	0.00	0.00	
AUGUST	165,768.89	0.00	0.00	
SEPTEMBER	144,517.91	0.00	0.00	
OCTOBER	121,447.82	0.00	0.00	
NOVEMBER	105,431.05	0.00	0.00	
DECEMBER	148,895.52	0.00	0.00	
JANUARY	126,684.51	0.00	0.00	
FEBRUARY	98,674.76	0.00	0.00	
MARCH	121,482.56	0.00	0.00	
TOTAL	1,647,732.46 TOT/	0.00	0.00	
LESS: NON-PRODUCT	9,927.76			
ADJUSTED TOTAL	1,637,804.70			

EFF DATE	CALCULATED AMOUNT APPLIED	% RENT %	CALCULATED AMOUNT
05/16/09	749,999.99	6.0000	44,999.99
	150,000.00	8.0000	12,000.00
	300,000.00	10.0000	30,000.00
	437,804.71	12.0000	52,536.56
	1,637,804.70		

COMMENTS:
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EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

TOTAL % RENT - 05/16/09		139,536.55
TOTAL PRORATED % RENT AMOUNT		139,536.55
LESS: PREV YTD % RENT (A)	-	130,249.84
% RENT AMOUNT DUE		9,286.71
VENDOR PERCENT RENT %	X	0.2000000
VENDOR % RENT AMOUNT DUE	=	1,857.35
TOTAL VENDOR ADJUSTMENT		0.00
FINAL % RENT DUE		1,857.35

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DATE: 04/05/10

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LEASE NO 2090811002
R7528 PAGE 1

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

SITE: 031/2139
ADDRESS
JFK AIRPORT TERMINAL 1
JAMAICA, NY 11430

VENDOR# 00030521306
ADDRESS PANY & NJ
PO BOX 95000-1556
PHILADELPHIA, PA 19195-1556

2009-2010

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: APRIL 2009 TO MARCH 2010

SALES FOR THE LEASE YEAR:		ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
APRIL	136,157.37	0.00	0.00	
MAY	145,454.75	0.00	0.00	
JUNE	166,661.63	0.00	0.00	
JULY	203,566.68	0.00	0.00	
AUGUST	184,681.26	0.00	0.00	
SEPTEMBER	139,740.43	0.00	0.00	
OCTOBER	124,784.92	0.00	0.00	
NOVEMBER	108,621.27	105.83-	423.31-	MULTIPLE ADJUSTMENTS
DECEMBER	141,061.58	0.00	0.00	
JANUARY	123,086.90	0.00	0.00	
FEBRUARY	103,786.32	0.00	0.00	
MARCH	121,750.95	0.00	0.00	
TOTAL	1,699,354.06	TOTAL 105.83-	423.31-	
LESS: NON-PRODUCT	8,620.98			
ADJUSTED TOTAL	1,690,733.08			

EFF DATE	CALCULATED % RENT AMOUNT APPLIED	%	CALCULATED AMOUNT
05/16/09	657,534.21	6.0000	39,452.05
	131,506.85	8.0000	10,520.54
	263,013.69	10.0000	26,301.36
	432,138.31	12.0000	51,856.59
	1,484,193.06		

TOTAL % RENT - 05/16/09		128,130.54
TOTAL PRORATED % RENT AMOUNT		128,130.54
LESS: PREV YTD % RENT (A)	-	77,841.38
% RENT AMOUNT DUE		50,289.16
VENDOR PERCENT RENT %	X	0.2000000
VENDOR % RENT AMOUNT DUE	=	10,057.84
TOTAL VENDOR ADJUSTMENT		0.00
FINAL % RENT DUE		10,057.84

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

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LEASE NO 2090116001
R7528 PAGE 1

0DATE: 04/04/09

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

0SITE: 031/2139
0ADDRESS
JFK AIRPORT TERMINAL 1
JAMAICA, NY 11430

VENDOR# 00030521298
ADDRESS TERMINAL ONE GROUP ASSOCIATION, L.P.
TERMINAL ONE JFK INT'L AIRPORT
TERMINAL ONE EXECUTIVE DIRECTOR
JAMAICA, NY 11430

0PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: JANUARY 2009 TO DECEMBER 2009

0SALES FOR THE LEASE YEAR:

			% RENT DUE(A)	ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION	(A + B + C) % RENT PAID
0JANUARY	144,556.97		6,501.42	0.00	0.00		6,501.42
0FEBRUARY	106,738.84		8,058.64	0.00	0.00		8,058.64
0MARCH	127,764.70		0.00	0.00	0.00		0.00
0TOTAL	379,060.51	TOTAL	14,560.06	0.00	0.00		14,560.06
0LESS: NON-PRODUCT	0.00						
0ADJUSTED TOTAL	379,060.51						

0EFF 0DATE	CALCULATED AMOUNT APPLIED	% RENT %	CALCULATED AMOUNT
001/16/09	30,241.90	6.0000	1,814.51
0	6,048.39	8.0000	483.87
0	12,096.77	10.0000	1,209.67
0	13,434.44	12.0000	1,612.13
0	61,821.50		

TOTAL % RENT - 01/16/09		5,120.18
TOTAL PRORATED % RENT AMOUNT		5,120.18
VENDOR PERCENT RENT %	X	1.0000000
VENDOR % RENT AMOUNT DUE	=	5,120.18
TOTAL VENDOR ADJUSTMENT		0.00
FINAL % RENT DUE		5,120.18

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

YOURS TRULY,

HOME OFFICE REPRESENTATIVE
MCDONALD'S CORPORATION
REAL ESTATE FRANCHISING ACCOUNTING

DATE: 01/12/09

MCDONALD'S CORPORATION
REVISED SALES AND % RENT COMPUTATION REPORT

SITE: 031-2139
ADDRESS
JFK AIRPORT TERMINAL 1
JAMAICA, NY 11430

VENDOR# 30521306
ADDRESS PANY & NJ
P.O. BOX 95000-1556
PHILADELPHIA, PA 19195-1556

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: January 2007 to December 2007

SALES FOR THE LEASE YEAR:			% RENT DUE (A)	ADJUSTMENTS FOR THE LEASE YEAR: APPLIED (B)	NOT APPLIED (C)	DESCRIPTION	(A + B + C) % RENT PAID
JANUARY	151,435.65	151,435.65	13,422.25	0.00	0.00		13,422.25
FEBRUARY	127,006.89	278,622.44	10,500.41	0.00	0.00		10,500.41
MARCH	151,856.61	430,479.05	13,484.77	0.00	0.00		13,484.77
APRIL	134,799.51	565,278.56	11,425.92	0.00	0.00		11,425.92
MAY	166,674.09	731,952.65	15,250.87	0.00	0.00		15,250.87
JUNE	193,483.83	925,436.48	18,468.04	0.00	0.00		18,468.04
JULY	222,601.09	1,148,037.57	21,962.11	0.00	0.00		21,962.11
AUGUST	205,160.47	1,353,198.04	19,869.24	0.00	0.00		19,869.24
SEPTEMBER	160,110.14	1,513,308.18	14,463.20	0.00	0.00		14,463.20
OCTOBER	130,651.15	1,640,959.33	11,647.94	0.00	0.00		11,647.94
NOVEMBER	123,902.90	1,773,862.23	10,118.33	0.00	0.00		10,118.33
DECEMBER	154,993.85	1,928,856.08	0.00	0.00	0.00		0.00
TOTAL		1,928,856.08 TOTAL:	160,613.08	0.00	0.00		160,613.08
LESS: NON-PRODUCT		8,176.28					
ADJUSTED TOTAL		1,919,679.80					

CALCULATED % RENT

EFF DATE	AMOUNT APPLIED	%	CALCULATED AMOUNT
10/1/1999	749,999.99	6.00%	45,000.00
	150,000.00	8.00%	12,000.00
	300,000.00	10.00%	30,000.00
	719,679.81	12.00%	86,361.58
	1,919,679.80		
TOTAL % RENT - 12/31/2008			173,361.58
TOTAL PRORATED % RENT AMOUNT			173,361.58
LESS: PREV YTD % RENT PAID			160,613.00
% RENT DUE			12,748.58
VENDOR PERCENT RENT			0.20
FINAL % RENT DUE			2,549.70

DATE: 01/05/08

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

INTERNAL: ACTG CTR 0025 PCT CD P1
LEASE NO 2061127003
R7528 PAGE 1

SITE: 031/2139
ADDRESS
JFK AIRPORT TERMINAL 1
JAMAICA, NY 11430

VENDOR# 00030521306
ADDRESS PANY & NJ
1 PATH PLAZA
JOURNAL SQUARE TRANSPORTATION CENTE
6TH FLOOR
JERSEY CITY, NJ 07306

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: JANUARY 2007 TO DECEMBER 2007

SALES FOR THE LEASE YEAR:		ADJUSTMENTS FOR THE LEASE YEAR: APPLIED(B)	NOT APPLIED(C)	DESCRIPTION
JANUARY	144,984.06	0.00	0.00	
FEBRUARY	123,226.92	0.00	0.00	
MARCH	170,215.48	0.00	0.00	
APRIL	161,707.56	0.00	0.00	
MAY	182,417.82	0.00	0.00	
JUNE	235,276.79	0.00	0.00	
JULY	248,946.80	0.00	0.00	
AUGUST	217,169.42	0.00	0.00	
SEPTEMBER	171,892.65	0.00	0.00	
OCTOBER	151,280.20	0.00	0.00	
NOVEMBER	134,129.52	0.00	0.00	
DECEMBER	162,493.60			
TOTAL	2,103,740.82	TOTAL 0.00	0.00	
LESS: NON-PRODUCT	6,086.88			
ADJUSTED TOTAL	2,097,653.94			

EFF DATE	CALCULATED AMOUNT APPLIED	% RENT %	CALCULATED AMOUNT
10/15/06	749,999.99	6.0000	44,999.99
	150,000.00	8.0000	12,000.00
	300,000.00	10.0000	30,000.00
	897,653.95	12.0000	107,718.47
	2,097,653.94		

TOTAL % RENT - 10/15/06		194,718.46
TOTAL PRORATED % RENT AMOUNT		194,718.46
LESS: PREV YTD % RENT (A)	-	180,699.47
% RENT AMOUNT DUE		14,018.99
VENDOR PERCENT RENT %	X	0.2000000
VENDOR % RENT AMOUNT DUE	=	2,803.00
TOTAL VENDOR ADJUSTMENT		0.00
FINAL % RENT DUE		2,803.80

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

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

AVIATION DEPT.
FILE COPY

CONSENT AGREEMENT

Port Authority Permit No. ANB-396
Port Authority Facility-Newark Liberty International Airport

THIS AGREEMENT, made as of May 10, 2004, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), and McDONALD'S CORPORATION, a Delaware corporation (hereinafter called the "Permittee"), a corporation organized and existing under and by virtue of the laws of the State of Delaware having an office and place of business at One McDonald's Plaza, Oak Brook, IL 60523, and FRANGLO PARTNERSHIP, a New Jersey general partnership having an office and place of business at 1818 East Elizabeth Avenue Linden, NJ 07036 and comprised of general partners known as FRANGLO, INC., a New Jersey corporation having an office and place of business at 1818 East Elizabeth Avenue, Linden, NJ 07036, and GOLDEN ARCH OF NEW JERSEY, INC., a New Jersey corporation, with each general partner having an office and place of business at One McDonald's Plaza, Oak Brook, IL 60523(such partnership and corporations acting jointly and severally hereunder and collectively herein called the "Licensee") whose representative is Frank Mason.

WITNESSETH, That:

WHEREAS, Continental Airlines, Inc. (the "Airline") and McDonald's Corporation have heretofore entered into a Sublease Agreement, dated as of October 31, 2002 (which lease, as the same may have been or may hereafter be supplemented and amended, is hereinafter called the "Sublease") covering premises known as Space No. 25 (the "premises") in Passenger Terminal C at Newark Liberty International Airport; and

WHEREAS, the Port Authority and the Lessee have heretofore entered into a Privilege Permit Agreement identified above by Port Authority Permit Number, and dated as of October 31, 2002 (which Permit, as the same may have been or may hereafter be supplemented and amended, is hereinafter called the "Permit"), consented and agreed to by the Airline, covering the premises; and

WHEREAS, the applicable provisions of the Sublease permit the Permittee to license and/or franchise third parties to use and occupy the premises to sell at retail the items which the Permittee may sell pursuant to the terms of the Sublease and Permit, and it was stipulated in the Sublease that Port Authority consent to the arrangements covering such sublicensed or franchised operation would be required; and

WHEREAS, pursuant to the applicable provisions of the Sublease the Permittee and the Licensee have entered into to a license agreement, a copy of which is attached hereto and made a part hereof (hereinafter called the "License Agreement") granting permission to the Licensee to use and occupy the premises; and

WHEREAS, pursuant to the applicable provisions of the Lease, the Lessee and the Licensee have entered into to a license agreement and partnership agreement, copies of which are attached hereto and made a part hereof (hereinafter collectively called the "License Agreement") granting permission to the Licensee to use and occupy the premises; and

WHEREAS, the Permittee has requested the consent of the Port Authority to the proposed licensing of the premises to the Licensee;

WHEREAS, the Port Authority is willing to consent thereto on certain terms and conditions as hereinafter set forth;

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

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the use and occupancy by the Licensee of the premises pursuant to the License Agreement.

2. The permission herein granted and the effective period of the Port Authority's consent as herein granted, shall terminate, without notice to the Licensee, on the day preceding the date of expiration or earlier termination of the Sublease, or on such earlier date as the Permittee and the Licensee may agree upon, or such earlier date as Permittee shall determine in accordance with the terms and conditions of the License Agreement, or on the effective date of any revocation of the Permit or this Consent by the Port Authority. The Licensee shall cease its use and occupancy of the premises and shall quit the premises and remove its property and property for which it is responsible therefrom on or before the expiration or earlier revocation or termination of the period of the permission granted with respect to the use thereof.

3. In case of difference between the provisions of the Permit or of this Consent and the provisions of the permission granted to the Licensee by the Permittee, the provisions of the Permit, or of this Consent, as the case may be, shall be controlling, it being the intention of the Port Authority merely to permit the exercise of the Permittee's rights (to the extent permitted by the License Agreement) by the Licensee and not to enlarge or otherwise change the rights granted to the Permittee by the Permit. All of the terms, provisions, covenants and conditions of the Permit shall be and remain in full force and effect.

4. The Licensee, in its operations under or in connection with the permission granted by the Permittee and in its occupancy of the premises agrees to assume, observe, be bound by and comply with all of the terms, provisions, covenants and conditions of the Permit. Without limiting the generality of the foregoing the Licensee shall use the premises solely for the purposes set forth in the Permit and for no other purpose whatsoever.

5. Without in any way affecting the obligations of the Permittee under the Permit and under this Consent, the Licensee agrees with respect to its acts and omissions to indemnify the Port Authority and to make repairs and replacements as if it were the Permittee under the Permit. However, all acts and omissions of the Licensee shall be deemed to be acts and omissions of the Permittee under the Permit and the Permittee and the Licensee shall be jointly and severally responsible therefor, including but not limited to obligations of indemnity and repair.

6. The Licensee agrees that it will conduct its operations in accordance with the provisions of the Permit. Nothing herein contained shall relieve the Permittee of its

obligations to secure the Port Authority's written approval before permitting the Licensee to install any fixtures in or upon or making any alterations, decorations, additions or improvements in the premises.

7. If the Permittee shall at any time be in default under the Permit after any applicable period to cure has passed, the Licensee on demand of the Port Authority shall pay directly to the Port Authority any fee or other amount due to the Permittee from the Licensee pursuant to the permission granted the Licensee by the Permittee. No such payment shall relieve the Permittee from any obligations under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Licensee, as the Port Authority may determine, for each payment or part thereof.

8. The granting of 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 as a consent to any subsequent agreement with respect to the use and occupancy of the premises (by the Permittee or by the Licensee), or to any assignment of the Permit or of any rights thereunder, whether in whole or in part.

9. In addition to all other remedies available to the Port Authority under the Permit or otherwise, this Consent may be revoked by the Port Authority by notice to the Permittee and the Licensee, in the event of any breach by the Licensee of any term or provision of the Permit or of this Consent, and no such revocation shall affect the Permit or the continuance thereof, but the permission granted the Licensee with respect to the use and occupancy of the premises shall be deemed terminated thereby and upon such termination then Permittee shall cause the Licensee to be removed from the premises. Any notice given to the Licensee and Permittee shall be sufficient if given in accordance with the Section of the Permit entitled "Notices", for the purpose of which the Licensee and Permittee designate the person named as its representative on the first page hereof as its officer or representative upon whom notices may be served, and the Licensee designates its office at the address shown on the first page hereof as the office where such notices may be served.

10. (a) For the purpose of calculating the percentage rental/fee payable by the Permittee to the Port Authority pursuant to the provisions of Special Endorsement No. 2 to the Permit, all monies, payments or fees paid or payable to the Lessee by the Licensee in connection with the Licensee's operations in the premises (including all monies, payments or fees described in the applicable license agreement between the Permittee and the Licensee, other than *pro rata* reimbursements to the Permittee of costs and charges payable by the Permittee to the Port Authority pursuant to the terms of the Permit, and monies representing consideration for the purchase of goods from the Permittee by the Licensee, and the performance of services by the Permittee for the Licensee, such as supervision, publicity, inventory control, and other similar services, and monies representing the consideration for the transfer of assets or merchandise between the Permittee and the Licensee) and all gross receipts of the Licensee arising out of its operations in the premises under the License Agreement shall be included as gross receipts of the Permittee received or receivable in accordance with the definition thereof as set forth in the Permit and the applicable percentage rental/fee shall be payable on account thereof.

(b) In addition to the statements of gross receipts required under the Permit, the Permittee shall furnish to the Port Authority monthly statements detailing the gross receipts of the Licensee submitted to it under the License Agreement.

(c) The Permittee and the Licensee represent and warrant that the attached License Agreement sets forth the full and complete consideration payable by the Licensee to the Permittee in connection with the use and occupancy of the premises, and they

further represent and warrant that there is no consideration therefor other then as set forth in the attached License Agreement.

11. Reference herein to the Licensee shall mean and include the Licensee, its officers, agents, employees and also others on the premises covered by the permission granted by the Permittee to the Licensee or on the Facility with the consent of the Licensee.

12. 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 Permittee or to the Licensee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach hereof.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:

(Title) Asst Director, CCCPS

MCDONALD'S CORPORATION

ATTEST OR WITNESS:

By:

(Title) Vice President

Asst. Secretary

FRANGLO PARTNERSHIP

ATTEST OR WITNESS:

By: Franglo, Inc.

By:

Secretary

(Title) President

(Corporate Seal)

ATTEST OR WITNESS:

Asst. Secretary

By: Golden Arch of New Jersey, Inc.

By: _____

(Title) Vice President

(Corporate Seal)

ATTEST OR WITNESS:

Secretary

FRANGLO, INC.

By: _____

(Title) President

(Corporate Seal)

ATTEST OR WITNESS:

Asst. Secretary

GOLDEN ARCH OF NEW JERSEY, INC.

By: _____

(Title) Vice President

(Corporate Seal)

Consented and agreed to
As of the date stated above:

Continental Airlines, Inc.

By: _____

(Title) President

Toby Enqvist Emp. #96158
Staff Vice President
Global Real Estate
Continental Airlines, Inc.

Port Authority Legal Dept.	
Approval as to Terms:	Approval as to Form:
SB	

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Franchise") made this 13th day of November, 2002, for the operation of a McDonald's restaurant located at Newark Airport, Terminal C, NEWARK, NEW JERSEY (the "Restaurant") by and between:

McDONALD'S CORPORATION,

a Delaware corporation,

("McDonald's")

and

William C. McCoy

("Franchisee")

for the purpose of granting the Franchisee the rights necessary to operate the Restaurant.

In consideration of the mutual rights and obligations contained herein McDonald's and Franchisee agree as follows:

1. ***Nature and Scope of Franchise.***

(a) McDonald's has developed and operates a restaurant system ("McDonald's System"). The McDonald's System is a comprehensive system for the ongoing development, operation, and maintenance of McDonald's restaurant locations which have been selected and developed by McDonald's for the retailing of a limited menu of uniform and quality food products, emphasizing prompt and courteous service in a clean, wholesome atmosphere which is intended to be attractive to children and families and includes proprietary rights in certain valuable trade names, service marks, and trademarks, including the trade names "McDonald's" and "McDonald's Hamburgers," designs and color schemes for restaurant buildings, signs, equipment layouts, formulas and specifications for certain food products, methods of inventory and operation control, bookkeeping and accounting, and manuals covering business practices and policies. The McDonald's System is operated and is advertised widely within the United States of America and in certain foreign countries.

(b) McDonald's holds the right to authorize the adoption and use of the McDonald's System at the Restaurant. The rights granted to the Franchisee to operate the Restaurant are set forth in this Franchise, including the Operator's Lease ("Lease") which is attached hereto as Exhibit A, incorporated in this Franchise.

(c) The foundation of the McDonald's System and the essence of this Franchise is the adherence by Franchisee to standards and policies of McDonald's providing for the uniform operation of all McDonald's restaurants within the McDonald's System including, but not limited to, serving only designated food and beverage products; the use of only prescribed equipment and building layout and designs; strict adherence to designated food and beverage specifications and to McDonald's prescribed standards of Quality, Service, and Cleanliness in the Restaurant operation. Compliance by Franchisee with the foregoing standards and policies in conjunction with the McDonald's trademarks and service marks provides the basis for the valuable goodwill and wide family acceptance of the McDonald's System. Moreover, the establishment and maintenance of a close personal working relationship with McDonald's in the conduct of Franchisee's

McDonald's restaurant business, Franchisee's accountability for performance of the obligations contained in this Franchise, and Franchisee's adherence to the tenets of the McDonald's System constitute the essence of this Franchise.

(d) The provisions of this Franchise shall be interpreted to give effect to the intent of the parties stated in this paragraph 1 so that the Restaurant shall be operated in conformity to the McDonald's System through strict adherence to McDonald's standards and policies as they exist now and as they may be from time to time modified.

(e) Franchisee acknowledges Franchisee's understanding of McDonald's basic business policy that McDonald's will grant franchises only to those individuals who live in the locality of their McDonald's restaurant, actually own the entire equity interest in the business of the Restaurant and its profits, and who will work full time at their McDonald's restaurant business. Franchisee represents, warrants, and agrees that Franchisee actually owns the complete equity interest in this Franchise and the profits from the operation of the Restaurant, and that Franchisee shall maintain such interest during the term of this Franchise except only as otherwise permitted pursuant to the terms and conditions of this Franchise. Franchisee agrees to furnish McDonald's with such evidence as McDonald's may request, from time to time, for the purpose of assuring McDonald's that Franchisee's interest remains as represented herein.

(f) Franchisee agrees to pay to McDonald's all required payments under this Franchise, including, without limitation, the payments set forth in paragraphs 8 and 9 herein and paragraph 3.01 of the Lease. All payments hereby required constitute a single financial arrangement between Franchisee and McDonald's which, taken as a whole and without regard to any designation or descriptions, reflect the value of the authorization being made available to the Franchisee by McDonald's in this Franchise and the services rendered by McDonald's during the term hereof.

2. ***Franchise Grant and Term***.

(a) McDonald's grants to Franchisee for the following stated term the right, license, and privilege:

(i) to adopt and use the McDonald's System at the Restaurant;

(ii) to advertise to the public that Franchisee is a franchisee of McDonald's;

(iii) to adopt and use, but only in connection with the sale of those food and beverage products which have been designated by McDonald's at the Restaurant, the trade names, trademarks, and service marks which McDonald's shall designate, from time to time, to be part of the McDonald's System; and

(iv) to occupy the Restaurant as provided herein.

The rights granted under this Franchise are limited to the Restaurant's location only.

(b) The term of this Franchise shall begin on the opening date of the Restaurant and end October 21, 2010, unless terminated prior thereto pursuant to the provisions hereof. If McDonald's extends its real estate interest beyond October 21, 2010 or acquires the fee interest at the Restaurant location, the term shall be automatically modified to continue for a term consistent with McDonald's real estate interest at the Restaurant location, but in no event beyond twenty (20) years from the opening date of the Restaurant. In such event, all terms of this Franchise shall remain in full force and effect. If McDonald's requests, Franchisee shall execute an amendment hereto evidencing the modified term.

3. ***General Services of McDonald's***. McDonald's shall advise and consult with Franchisee periodically in connection with the operation of the Restaurant and also, upon Franchisee's request, at other reasonable times. McDonald's shall communicate to Franchisee its know-how, new developments, techniques, and improvements in areas of restaurant management, food preparation, and service which are pertinent to the operation of a restaurant using the McDonald's System.

The communications shall be accomplished by visits by operations consultants, printed and filmed reports, seminars, and newsletter mailings. McDonald's shall also make available to Franchisee all additional services, facilities, rights, and privileges relating to the operation of the Restaurant which McDonald's makes generally available, from time to time, to all its franchisees operating McDonald's restaurants.

4. ***Manuals***. McDonald's shall provide Franchisee with the business manuals prepared by McDonald's for use by franchisees of McDonald's restaurants similar to the Restaurant. The business manuals contain detailed information including: (a) required operations procedures; (b) methods of inventory control; (c) bookkeeping and accounting procedures; (d) business practices and policies; and (e) other management and advertising policies. Franchisee agrees to promptly adopt and use exclusively the formulas, methods, and policies contained in the business manuals, now and as they may be modified by McDonald's from time to time. Franchisee acknowledges that McDonald's is the owner of all proprietary rights in and to the McDonald's System and that the information revealed in the business manuals, in their entirety, constitute confidential trade secrets. Without the prior written consent of McDonald's, Franchisee shall not disclose the contents of the business manuals to any person, except employees of Franchisee for purposes related solely to the operation of the Restaurant, nor shall Franchisee reprint or reproduce the manuals in whole or in part for any purpose except in connection with instruction of employees in the operation of the Restaurant. Such manuals, as modified by McDonald's from time to time, and the policies contained therein, are incorporated in this Franchise by reference.

5. ***Advertising***. McDonald's employs both public relations and advertising specialists who formulate and carry out national and local advertising programs for the McDonald's System.

Franchisee shall use only advertising and promotional materials and programs provided by McDonald's or approved in advance, in writing, by McDonald's. Neither the approval by McDonald's of Franchisee's advertising and promotional material nor the providing of such material by McDonald's to Franchisee shall, directly or indirectly, require McDonald's to pay for such advertising or promotion.

Franchisee shall expend during each calendar year for advertising and promotion of the Restaurant to the general public an amount which is not less than Ex. 2.a. of Gross Sales (as that term is defined in paragraph 7) for such year. Expenditures by Franchisee to national and regional cooperative advertising and promotion of the McDonald's System, or to a group of McDonald's restaurants which includes the Restaurant, shall be a credit against the required minimum expenditures for advertising and promotion to the general public.

6. ***Training***. McDonald's shall make available to Franchisee the services of Hamburger University, the international training center for the McDonald's System. Franchisee acknowledges the importance of quality of business operation among all restaurants in the McDonald's System and agrees to enroll Franchisee and Franchisee's managers, present and future, at Hamburger University or at such other training center as may be designated by McDonald's from time to time. McDonald's shall bear the cost of maintaining Hamburger University and any other training centers, including the overhead costs of training, staff salaries, materials, and all technical training tools, and agrees to provide to Franchisee both basic and advanced instruction for the operation of a McDonald's System restaurant. Franchisee shall pay all traveling, living, compensation, or other expenses incurred by Franchisee and Franchisee's employees in connection with attendance at Hamburger University or such other training centers.

7. ***Gross Sales***. For the purposes of this Franchise, the term "Gross Sales" shall mean all revenues from sales of the Franchisee based upon all business conducted upon or from the Restaurant, whether such sales be evidenced by check, cash, credit, charge account, exchange, or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares, and merchandise, including sales of food, beverages, and tangible property of every kind and nature, promotional or otherwise, and for services performed from or at the Restaurant, together with the amount of all orders taken or received at the Restaurant, whether such orders be filled from the Restaurant or elsewhere. Gross Sales shall not include sales of merchandise for which cash has been refunded, provided that such sales shall have previously been included in Gross Sales. There shall be deducted from Gross Sales the price of merchandise returned by customers for exchange, provided that such returned merchandise shall have been previously included in Gross Sales, and provided that the sales price of merchandise delivered to the customer in exchange shall be included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state, municipal, or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein and actually paid by the Franchisee to such governmental authority. Each charge or sale upon credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when the Franchisee shall receive payment (whether full or partial) therefor.

8. (a) ***Service Fee***. Franchisee shall pay a monthly service fee on or before the tenth (10th) day of the following month in an amount equal to four percent (4.0%) of the Gross Sales of the Restaurant for the preceding month immediately ended.

(b) ***Method of Payment***. Franchisee shall at all times participate in the McDonald's automatic debit/credit transfer program as specified by McDonald's from time to time (currently called the Pre-Authorized Licensee Payment System (PAL$ QUICK McDONALD'S)) for the payment of all amounts due McDonald's pursuant to this Franchise. Franchisee shall execute and deliver to McDonald's such documents and instruments as may be necessary to establish and maintain said automatic debit/credit transfer program.

(c) ***Interest on Delinquencies***. In the event that the Franchisee is past due on the payment of any amount due McDonald's under this Franchise, including accrued interest, the Franchisee shall be required, to the extent permitted by law, to pay interest on the past due amount to McDonald's for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then Ex. 2.a. . Such interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365.

9. ***Initial Fee***. Franchisee acknowledges that: (a) the initial grant of this Franchise constitutes the sole consideration for the payment of an Initial Fee of Ex. 2.a. to be paid by Franchisee to McDonald's; (b) the Initial Fee has been earned by McDonald's; (c) the Franchisee is being given a credit of reducing the Initial Fee payment due to McDonald's to Ex. 2.a. and (d) Franchisee shall pay the reduced Initial Fee to McDonald's on the seventh anniversary of the opening date of the Restaurant.

10. ***Reports***. On or before 11:00 a.m. Central Standard Time on the first business day of each month, Franchisee shall render, in a manner specified by McDonald's, a statement, in such form as McDonald's shall reasonably require from time to time, of all receipts from the operation of the Restaurant for the preceding month immediately ended.

On or before the twenty-fifth (25th) day of each month Franchisee shall submit to McDonald's an operating statement and a statistical report for the previous month in form satisfactory to McDonald's. Franchisee shall keep and preserve full and complete records of Gross Sales for at least three (3) years in a manner and form satisfactory to McDonald's and shall also deliver such additional financial and operating reports and other information as McDonald's may reasonably request on the forms and in the manner prescribed by McDonald's. Franchisee further agrees to submit within ninety (90) days following the close of each fiscal year of the Restaurant's operation, a profit and loss statement covering operations during such fiscal year and a balance sheet taken as of the close of such fiscal year, all prepared in accordance with generally accepted accounting principles. The profit and loss statement and the balance sheet shall, if McDonald's shall request certification, be certified by a certified public accountant. Franchisee shall at Franchisee's expense cause Franchisee's public accountant and certified public accountant, if any, to consult with McDonald's concerning such statement and balance sheet. The original of each such report required by this paragraph 10 shall be mailed to McDonald's at the address indicated in paragraph 22 herein.

McDonald's shall have the right to inspect and/or audit Franchisee's accounts, books, records, and tax returns at all reasonable times to ensure that Franchisee is complying with the terms of this Franchise. If such inspection discloses that Gross Sales actually exceeded the amount reported by Franchisee as Gross Sales by an amount equal to two percent (2%) or more of Gross Sales originally reported to McDonald's, Franchisee shall bear the cost of such inspection and audit.

11. ***Restrictions***. Franchisee agrees and covenants as follows:

(a) During the term of this Franchise, Franchisee shall not, without the prior written consent of McDonald's, directly or indirectly, engage in, acquire any financial or beneficial interest (including interests in corporations, partnerships, trusts, unincorporated associations, or joint ventures) in, or become a landlord for any restaurant business, which is similar to the Restaurant.

(b) Franchisee shall not, for a period of eighteen (18) months after termination of this Franchise for any reason or the sale of the Restaurant, directly or indirectly, engage in or acquire any financial or beneficial interest (including any interest in corporations, partnerships, trusts, unincorporated associations, or joint ventures) in, or become a landlord of any restaurant business which is similar to the Restaurant within a ten-mile radius of the Restaurant.

(c) Franchisee shall not appropriate, use, or duplicate the McDonald's System, or any portion thereof, for use at any other self-service, carry-out, or other similar restaurant business.

(d) Franchisee shall not disclose or reveal any portion of the McDonald's System to a non-franchisee other than to Franchisee's Restaurant employees as an incident of their training.

(e) Franchisee shall acquire no right to use, or to license the use of, any name, mark, or other intellectual property right granted or to be granted herein, except in connection with the operation of the Restaurant.

The restrictions contained in paragraphs 11(a) and 11(b) herein shall not apply to ownership of less than two percent (2%) of the shares of a company whose shares are listed and traded on a national or regional securities exchange.

12. ***Compliance With Entire System***. Franchisee acknowledges that every component of the McDonald's System is important to McDonald's and to the operation of the Restaurant as a McDonald's restaurant, including a designated menu of food and beverage products; uniformity of food specifications, preparation methods, quality, and appearance; and uniformity of facilities and service.

McDonald's shall have the right to inspect the Restaurant at all reasonable times to ensure that Franchisee's operation thereof is in compliance with the standards and policies of the McDonald's System.

Franchisee shall comply with the entire McDonald's System, including, but not limited to, the following:

(a) Operate the Restaurant in a clean, wholesome manner in compliance with prescribed standards of Quality, Service, and Cleanliness; comply with all business policies, practices, and procedures imposed by McDonald's; serve at the Restaurant only those food and beverage products now or hereafter designated by McDonald's; and maintain the building, equipment, signage, seating and decor, and parking area in a good, clean, wholesome condition and repair, and well lighted and in compliance with designated standards as may be prescribed from time to time by McDonald's;

(b) Purchase kitchen fixtures, lighting, seating, signs, and other equipment in accordance with the equipment specifications and layout initially designated by McDonald's and, promptly after notice from McDonald's that the Restaurant premises are ready for occupancy, cause the installation thereof;

(c) Keep the Restaurant constructed and equipped in accordance with the building blueprints and equipment layout plans that are standard in the McDonald's System or as such blueprints and plans may be reasonably changed from time to time by McDonald's;

(d) Franchisee shall not, without the prior written consent of McDonald's: (i) make any building design conversion or (ii) make any alterations, conversions, or additions to the building, equipment, or parking area;

(e) Make repairs or replacements required: (i) because of damage or wear and tear or (ii) in order to maintain the Restaurant building and parking area in good condition and in conformity to blueprints and plans;

(f) Where parking is provided, maintain the parking area for the exclusive use of Restaurant customers;

(g) Operate the Restaurant seven (7) days per week throughout the year and at least during the hours from 7:00 a.m. to 11:00 p.m., or such other hours as may from time to time be prescribed by McDonald's (except when the Restaurant is untenantable as a result of fire or other casualty), maintain sufficient supplies of food and paper products, and employ adequate personnel so as to operate the Restaurant at its maximum capacity and efficiency;

(h) Cause all employees of Franchisee, while working in the Restaurant, to: (i) wear uniforms of such color, design, and other specifications as McDonald's may designate from time to time; (ii) present a neat and clean appearance; and (iii) render competent and courteous service to Restaurant customers;

(i) In the dispensing and sale of food products: (i) use only containers, cartons, bags, napkins, other paper goods, and packaging bearing the approved trademarks and which meet the McDonald's System specifications and quality standards which McDonald's may designate from time to time; (ii) use only those flavorings, garnishments, and food and beverage ingredients which meet the McDonald's System specifications and quality standards which McDonald's may designate from time to time; and (iii) employ only those methods of food handling and preparation which McDonald's may designate from time to time;

(j) To make prompt payment in accordance with the terms of invoices rendered to Franchisee on Franchisee's purchase of fixtures, signs, equipment, and food and paper supplies; and

(k) At Franchisee's own expense, comply with all federal, state, and local laws, ordinances, and regulations affecting the operation of the Restaurant.

13. ***Best Efforts***. Franchisee shall diligently and fully exploit the rights granted in this Franchise by personally devoting full time and best efforts and, in case more than one individual has executed this Franchise as the Franchisee, then William C. McCoy shall personally devote full time and best efforts to the operation of the Restaurant. Franchisee shall keep free from conflicting enterprises or any other activities which would be detrimental to or interfere with the business of the Restaurant.

14. ***Interference With Employment Relations of Others***. During the term of this Franchise, Franchisee shall not employ or seek to employ any person who is at the time employed by McDonald's, any of its subsidiaries, or by any person who is at the time operating a McDonald's restaurant or otherwise induce, directly or indirectly, such person to leave such employment. This paragraph 14 shall not be violated if such person has left the employ of any of the foregoing parties for a period in excess of six (6) months.

15. ***Assignment***. Without the prior written consent of McDonald's, Franchisee's interest in this Franchise shall not be assigned or otherwise transferred in whole or in part (whether voluntarily or by operation of law) directly, indirectly, or contingently, and then only in accordance with the terms of this paragraph 15.

(a) Death or Permanent Incapacity of Franchisee. Upon the death or permanent incapacity of Franchisee, the interest of Franchisee in this Franchise may be assigned either pursuant to the terms of paragraph 15(d) herein or to one or more of the following persons: Franchisee's spouse, heirs, or nearest relatives by blood or marriage, subject to the following conditions: (i) if, in the sole discretion of McDonald's, such person shall be capable of conducting the Restaurant business in accordance with the terms and conditions of this Franchise and (ii) if such person shall also execute an agreement by which the person personally assumes full and unconditional liability for and agrees to perform all the terms and conditions of this Franchise to the same extent as the original Franchisee. If, in McDonald's sole discretion, such person cannot devote full time and best efforts to the operation of the Restaurant or lacks the capacity to operate the Restaurant in accordance with this Franchise, McDonald's shall have an option to operate and/or manage the Restaurant for the account of Franchisee or of Franchisee's estate until the deceased or incapacitated Franchisee's interest is transferred to another party acceptable to McDonald's in accordance with the terms and conditions of this Franchise. However, in no event shall such McDonald's operation and management of the Restaurant continue for a period in excess of twelve (12) full calendar months without the consent of Franchisee or Franchisee's estate. In the event that McDonald's so operates and/or manages the Restaurant, McDonald's shall make a complete account to and return the net income from such operation to the Franchisee or to Franchisee's estate, less a reasonable management fee and expenses. If the disposition of the Restaurant to a party acceptable to McDonald's has not taken place within twelve (12) months from the date that McDonald's has commenced the operation or management of the Restaurant on behalf of the deceased or incapacitated Franchisee, then, in that event, McDonald's shall have the option to purchase the Restaurant at fair market value for cash or its common stock at its option.

(b) Assignment to Franchisee's Corporation. Upon Franchisee's compliance with such requirements as may from time to time be prescribed by McDonald's, including a Stockholders Agreement in the form prescribed by McDonald's, McDonald's shall consent to an assignment to a corporation whose shares are wholly owned and controlled by Franchisee. The corporate name of the corporation shall not include any of the names or trademarks granted by this Franchise. Any subsequent assignment or transfer, either voluntarily or by operation of law, of all or any part of said shares shall be made in compliance with the terms and conditions set forth in paragraphs 15(a) and 15(d) herein.

(c) First Option to Purchase. Franchisee or Franchisee's representative shall, at least twenty (20) days prior to the proposed effective date, give McDonald's written notice of intent to sell or otherwise transfer this Franchise pursuant to paragraph 15(d). The notice shall set forth the name and address of the proposed purchaser and all the terms and conditions of any offer. McDonald's shall have the first option to purchase the Restaurant by giving written notice to Franchisee of its intention to purchase on the same terms as the offer within ten (10) days following McDonald's receipt of such notice. However, if McDonald's fails to exercise its option and the Restaurant is not subsequently sold to the proposed purchaser for any reason, McDonald's shall continue to have, upon the same conditions, a first option to purchase the Restaurant upon the terms and conditions of any subsequent offer.

(d) Other Assignment. In addition to any assignments or contingent assignments contemplated by the terms of paragraphs 15(a) and 15(b), Franchisee shall not sell, transfer, or assign this Franchise to any person or persons without McDonald's prior written consent. Such consent shall not be arbitrarily withheld.

In determining whether to grant or to withhold such consent, McDonald's shall consider of each prospective transferee, by way of illustration, the following: (i) work experience and aptitude, (ii) financial background, (iii) character, (iv) ability to personally devote full time and best efforts to managing the Restaurant, (v) residence in the locality of the Restaurant, (vi) equity interest in the Restaurant, (vii) conflicting interests, and (viii) such other criteria and conditions as McDonald's shall then apply in the case of an application for a new franchise to operate a McDonald's restaurant. McDonald's consent shall also be conditioned each upon such transferee's execution of an agreement by which transferee personally assumes full and unconditional liability for and agrees to perform from the date of such transfer all obligations, covenants, and agreements contained in this Franchise to the same extent as if transferee had been an original party to this Franchise. Franchisee and each transferor shall continue to remain personally liable for all affirmative obligations, covenants, and agreements contained herein for the full term of this Franchise or for such shorter period as McDonald's may, in its sole discretion, determine. Upon each assignment or other transfer of this Franchise to any person or persons under the terms and conditions of this paragraph 15(d), the percentage service fee charge owing to McDonald's after the date of such assignment or transfer shall be automatically adjusted to the then prevailing percentage service fee charge required under new Franchises issued by McDonald's for similar McDonald's restaurants at the time of such assignment or transfer.

16. ***Franchisee Not an Agent of McDonald's***. Franchisee shall have no authority, express or implied, to act as agent of McDonald's or any of its affiliates for any purpose. Franchisee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business, including any personal property, equipment, fixtures, or real property connected therewith, and for all claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the operation of the Restaurant. Further, Franchisee and McDonald's are not and do not intend to be partners, associates, or joint employers in any way and McDonald's shall not be construed to be jointly liable for any acts or omissions of Franchisee under any circumstances.

17. ***Insurance***. Franchisee shall, upon taking possession of the Restaurant, acquire and maintain in effect such insurance with such coverages as may be required by the terms of any lease of the Restaurant premises to McDonald's, and in any event, Franchisee shall acquire and maintain in effect not less than the following coverages in the following minimum

amounts:

(a) Worker's Compensation insurance prescribed by law in the state in which the Restaurant is located and Employer's Liability Insurance with $100,000.00 minimum limit. If the state in which the Restaurant is located allows the option of not carrying Worker's Compensation Insurance, and Franchisee chooses to exercise that option, Franchisee shall nonetheless carry and maintain other insurance with limits as approved by McDonald's.

(b) Commercial general liability insurance in a form approved by McDonald's with a limit of $5,000,000.00 per occurrence/$5,000,000.00 aggregate.

(c) All such insurance as may be required under the Lease.

All insurance policies required to be carried hereunder shall name McDonald's and any party designated by McDonald's as additional insureds, as their interests may appear in this Franchise. All policies shall be effective on or prior to the date Franchisee is given possession of the Restaurant premises for the purpose of installing equipment or opening the Restaurant, whichever occurs first, and evidence of payment of premiums and duplicate copies of policies of the insurance required herein shall be delivered to McDonald's at least thirty (30) days prior to the date that Franchisee opens for business and/or thirty (30) days prior to the expiration date of an existing policy of insurance. All policies of insurance shall include a provision prohibiting cancellations or material changes to the policy thereof until thirty (30) days prior written notice has been given to McDonald's.

In the event Franchisee shall fail to obtain the insurance required herein, McDonald's may, but is not obligated to, purchase said insurance, adding the premiums paid to Franchisee's monthly rent. (Franchisee may authorize McDonald's to purchase and to administer the required minimum insurance on Franchisee's behalf. However, McDonald's, by placement of the required minimum insurance, assumes no responsibility for premium expense nor guarantees payment for any losses sustained by Franchisee.) McDonald's may relieve itself of all obligations with respect to the purchase and administration of such required insurance coverage by giving ten (10) days written notice to Franchisee.

All insurance shall be placed with a reputable insurance company licensed to do business in the state in which the Restaurant is located and having a Financial Size Category equal to or greater than IX and Policyholders Rating of "A+" or "A", as assigned by Alfred M. Best and Company, Inc., unless otherwise approved by McDonald's.

18. ***Material Breach.*** The parties agree that the happening of any of the following events shall constitute a material breach of this Franchise and violate the essence of Franchisee's obligations and, without prejudice to any of its other rights or remedies at law or in equity, McDonald's, at its election, may terminate this Franchise upon the happening of any of the following events:

(a) Franchisee shall fail to maintain and operate the Restaurant in a good, clean, wholesome manner and in compliance with the standards prescribed by the McDonald's System;

(b) Franchisee shall be adjudicated a bankrupt, become insolvent, or a receiver, whether permanent or temporary, for all or substantially all of Franchisee's property, shall be appointed by any court, or Franchisee shall make a general assignment for the benefit of creditors, or a voluntary or involuntary petition under any bankruptcy law shall be filed with respect to Franchisee and shall not be dismissed within thirty (30) days thereafter;

(c) Any payment owing to McDonald's is not paid within thirty (30) days after the date such payment is due;

(d) Any judgment or judgments aggregating in excess of $5,000.00 against Franchisee or any lien in excess of $5,000.00 against Franchisee's property shall remain unsatisfied or unbonded of record in excess of thirty (30) days;

(e) Franchisee shall cause, suffer, or permit (voluntarily or involuntarily) Franchisee's right of possession as lessee or sublessee of the premises on which the Restaurant is located to be terminated prematurely for any cause whatever;

(f) Franchisee shall acquire any interest in a business in violation of paragraph 11(a);

(g) Franchisee shall duplicate the McDonald's System in violation of paragraph 11(c);

(h) Franchisee shall make or cause a disclosure of any portion of the McDonald's System in violation of paragraph 11(d) or shall make or cause a disclosure of part of the McDonald's System business manuals;

(i) Franchisee shall violate paragraph 11(e) by use of any name, trademark, service mark, or other intellectual property right of McDonald's exceeding the restrictions of said paragraph 11;

(j) Franchisee shall knowingly sell food or beverage products other than those designated by McDonald's or which fail to conform to McDonald's System specifications for those products, or which are not prepared in accordance with the methods prescribed by McDonald's, or fail to sell products designated by McDonald's;

(k) Any assignment or other transfer of any interest of the Franchisee in this Franchise shall occur in violation of paragraph 15(d) herein;

(l) Franchisee shall deny McDonald's the right to inspect the Restaurant at reasonable times;

(m) Franchisee shall fail to make or make repeated delays in the prompt payment of undisputed invoices from suppliers or in the remittance of payments as required by this Franchise;

(n) Franchisee makes any misrepresentations to McDonald's relating to the acquisition and/or ownership of this Franchise;

(o) Franchisee engages in public conduct which reflects materially and unfavorably upon the operation of the Restaurant, the reputation of the McDonald's System, or the goodwill associated with the McDonald's trademarks; provided that engaging in legitimate political activity (including testifying, lobbying, or otherwise attempting to influence legislation) shall not be grounds for termination;

(p) Franchisee is convicted of, pleads guilty or no contest to a felony, or any other crime that is reasonably likely to adversely affect the McDonald's System, the Restaurant, or the goodwill associated with the McDonald's trademarks; or

(q) Franchisee intentionally understates Gross Sales reported to McDonald's.

19. ***Other Breaches***. If Franchisee fails in the performance of any of the terms and conditions of this Franchise (other than performance of the terms and conditions listed in paragraph 18), Franchisee shall be guilty of a breach of this Franchise which shall not (except in the case of repeated breaches of the same or of different terms and conditions of this Franchise) constitute grounds for termination of this Franchise. McDonald's shall have the right to seek judicial enforcement of its rights and remedies, including, but not limited to, injunctive relief, damages, or specific performance. Notwithstanding any of the provisions of this paragraph 19, any uncured breach of the terms of this Franchise (whether of paragraph 18 or 19)

shall be sufficient reason for McDonald's to withhold approval of its consent to any assignment or transfer of Franchisee's interest in this Franchise provided for herein.

20. ***Effect of Termination.***

(a) In the event of any material breach of this Franchise, McDonald's shall have an immediate right to enter and take possession of the Restaurant in order to maintain continuous operation of the Restaurant, to provide for orderly change of management and disposition of personal property, and to otherwise protect McDonald's interest.

(b) Upon termination of this Franchise due to any breach or breaches, Franchisee shall not, without the prior written consent of McDonald's, remove any furniture, fixtures, signs, equipment, other property, or leasehold improvements from the premises either prior to or for a period of thirty (30) days following such termination. McDonald's shall have the option for thirty (30) days following any such termination to purchase Franchisee's furniture, fixtures, signs, equipment, other property, and leasehold improvements or any portion thereof for a sum equal to the fair market value of such property. In the event of such a termination, there shall be no payment by McDonald's for intangible assets of Franchisee.

(c) Upon termination of this Franchise due to the expiration of its term or as a result of any eminent domain proceedings affecting the premises upon which the Restaurant is situated, Franchisee shall not remove any furniture, fixtures, signs, equipment, other property, or leasehold improvements within sixty (60) days prior to the date specified for termination or the date specified for takeover by any public authority. McDonald's shall, upon written notice of its intention to purchase said property at least thirty (30) days prior to such date of termination, have the option to purchase Franchisee's furniture, fixtures, signs, equipment, other property, and leasehold improvements or any portion thereof for a sum equal to the fair market value of such property. In the event of such a termination, there shall be no payment by McDonald's for intangible assets of Franchisee.

(d) Upon termination or expiration of this Franchise, Franchisee shall: (i) forthwith return to McDonald's the business manuals furnished to Franchisee, together with all other material containing trade secrets, operating instructions, or business practices; (ii) discontinue the use of the McDonald's System and its associated trade names, service marks, and trademarks or the use of any and all signs and printed goods bearing such names and marks, or any reference to them; (iii) not disclose, reveal, or publish all or any portion of the McDonald's System; and (iv) not thereafter use any trade name, service mark, or trademark similar to or likely to be confused with those of McDonald's.

21. ***Effect of Waivers***. No waiver by McDonald's or any breach or a series of breaches of this Franchise shall constitute a waiver of any subsequent breach or waiver of the terms of this Franchise.

22. ***Notices***. Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, addressed to Franchisee at the Restaurant or to McDonald's at **ONE McDONALD'S PLAZA, OAK BROOK, ILLINOIS 60523**. Either party, by a similar written notice, may change the address to which notices shall be sent.

23. ***Cost of Enforcement***. If McDonald's institutes any action at law or in equity against Franchisee to secure or protect McDonald's rights under or to enforce the terms of this Franchise, in addition to any judgment entered in its favor, McDonald's shall be entitled to recover such reasonable attorneys' fees as may be allowed by the court together with court costs and expenses of litigation.

24. ***Indemnification***. If McDonald's shall be subject to any claim, demand, or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Franchisee or Franchisee's employees or agents, or by reason of any act occurring on the Restaurant premises, or by reason of an omission with respect to the business or operation of the Restaurant, Franchisee shall indemnify and hold McDonald's harmless against all judgments, settlements, penalties, and expenses, including attorneys' fees, court costs, and other expenses of litigation or administrative proceeding, incurred by or imposed on McDonald's in connection with the investigation or defense relating to such claim, litigation, or administrative proceeding and, at the election of McDonald's, Franchisee shall also defend McDonald's.

25. ***Construction and Severability***. All references in this Franchise to the singular shall include the plural where applicable. If any part of this Franchise for any reason shall be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In the event that any material provision of this Franchise shall be stricken or declared invalid, McDonald's reserves the right to terminate this Franchise.

26. ***Scope and Modification of Franchise***. This Franchise (including Exhibit A and any riders hereto) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties. No interpretation, change, termination, or waiver of any of the provisions hereof shall be binding upon McDonald's unless in writing signed by an officer of McDonald's or its Franchising Director, and which is specifically identified as an amendment hereto. No modification, waiver, termination, rescission, discharge, or cancellation of this Franchise shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge, or cancellation.

27. ***Governing Laws***. The terms and provisions of this Franchise shall be interpreted in accordance with and governed by the laws of the state of Illinois.

28. ***Acknowledgment***. Franchisee acknowledges that:

(a) The term of this Franchise is set forth in paragraph 2(b) hereof with no promise or representation as to the renewal of this Franchise or the grant of a new franchise;

(b) Franchisee hereby represents that Franchisee has received a copy of this Franchise, has read and understands all obligations being undertaken, and has had an opportunity to consult with Franchisee's attorney with respect thereto at least five (5) business days prior to execution;

(c) No representation has been made by McDonald's as to the future profitability of the Restaurant;

(d) Prior to the execution of this Franchise, Franchisee has worked at a McDonald's restaurant and has had ample opportunity to contact existing franchisees of McDonald's and to investigate all representations made by McDonald's relating to the McDonald's System;

(e) This Franchise establishes the Restaurant at the location specified on page 1 hereof only and that no "exclusive," "protected," or other territorial rights in the contiguous market area of such Restaurant is hereby granted or inferred;

(f) This Franchise supersedes any and all other agreements and representations respecting the Restaurant and contains all the terms, conditions, and obligations of the parties with respect to the grant of this Franchise;

(g) McDonald's is the sole owner of the trademarks, trade names, service marks, and goodwill associated therewith, and Franchisee acquires no right, title, or interest in those names and marks other than the right to use them only in the manner and to the extent prescribed and approved by McDonald's;

(h) No future franchise or offers of franchises for additional McDonald's restaurants, other than this Franchise, have been promised to Franchisee and any other franchise offer shall only be in writing, executed by an officer of McDonald's, and specifically identified as a Franchise Agreement or Rewrite Commitment Letter;

(i) Neither McDonald's nor anyone acting on its behalf has made any representations, inducements, promises, or agreements, orally or otherwise, respecting the subject matter of this Franchise, which is not embodied herein or set forth in the Franchise Offering Circular For Prospective Franchisees; and

(j) This Franchise is offered to Franchisee personally and to no others, and may not be accepted by any other person, partnership, or corporation, or transferred by assignment, will, or operation of law.

IN WITNESS WHEREOF, the parties hereto set their hands and seals, in duplicate, the day and year in this instrument first above written.

McDONALD'S CORPORATION

By: _____
~~Rebecca Ahlhausen~~ John A. Kujawa
Senior Director Franchising

Franchisee

_____ November 21, 2002
William C. McCoy Date

Prepared By: James R. Fullmer

Newark Airport, Terminal C
NEWARK, NEW JERSEY
L/C: 029-1185

New Restaurant Rider

This Rider is attached to and incorporated into that certain Franchise Agreement dated November 13, 2002 ("Franchise"), by and between **McDonald's Corporation**, a Delaware corporation ("McDonald's") and **William C. McCoy** ("Franchisee").

Prior to the opening date of the Restaurant, all construction extras ordered or authorized by Franchisee for which McDonald's has paid the parties constructing the Restaurant shall be paid by Franchisee to McDonald's.

The amount of the monthly base rental payment set forth in the Operator's Lease is computed based in part upon total current real estate and estimated construction costs. If such costs increase more than Ex. 2.a. from now until 120 days after the Restaurant's opening date, the monthly base rental payment will be recomputed and increased based upon said increased costs, but only to a maximum monthly base rental increase of Ex. 2.a. according to the same rental formula. The corresponding monthly base sales will be adjusted accordingly. The effective date of said increase will be 120 days after the Restaurant's opening date.

This Franchise is also subject to your execution and delivery to us of a Franchise Termination Agreement, dated November 13, 2002, pertaining to the McDonald's restaurant located at Newark Airport, Terminal C, NEWARK, NEW JERSEY.

MLPF-10672 Ack, NJ

FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

On this 27TH day of FEBRUARY, 2004, before me, the subscriber, a notary public of New York, personally appeared LYSA SCULLY the ASSISTANT DIRECTOR, CCCAS of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument: and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of the Board of Commissioners.

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 McDONALD'S CORPORATION

STATE OF ILLINOIS)
)ss.
COUNTY OF DUPAGE)

On this 20 day of NOVEMBER, ~~2004~~ 2006, before me, the subscriber, a notary public of ILLINOIS, personally appeared CATHERINE A. GRIFFIN the CORPORATE VICE President of McDONALD'S CORPORATION who I am satisfied is the person who has signed the within instrument; and I having first made known to ~~him~~ HER the contents thereof, ~~he~~ SHE did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of the Board of Directors.

Debra M Klabunde
(notarial seal and stamp)
DEBRA M. KLABUNDE

OFFICIAL SEAL
DEBRA M KLABUNDE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/17/10

FOR FRANGLO, INC.

STATE OF NEW JERSEY)
)ss.
COUNTY OF ESSEX)

~~On this day of , 2004,~~ before me, the subscriber, a notary public of NJ, personally appeared FRANK J. MASON the President of FRANGLO, INC. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of the Board of Directors.

Sworn to and subscribed before me
this 7 day of December 2006.

(notarial seal and stamp)

EVA S. VIEIRA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 21, 2008

FOR GOLDEN ARCH OF NEW JERSEY, INC.

STATE OF ILLINOIS)
)ss.
COUNTY OF DUPAGE)

On this 26 day of NOVEMBER, ~~2004~~ 2006, before me, the subscriber, a notary public of ILLINOIS, personally appeared KATHRYN M. KOTZ & KATHLEEN M. KUTA the VICE AND ASSISTANT President of GOLDEN ARCH OF NEW JERSEY, INC. who I am satisfied is the person who has signed the within instrument; and I having first made known to ~~him~~ HER the contents thereof, ~~he~~ SHE did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of the Board of Directors.

(notarial seal and stamp)

DEBRA M. KLABUNDE

OFFICIAL SEAL
DEBRA M KLABUNDE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/17/10

FOR CONTINENTAL AIRLINES, INC.

STATE OF Texas)
)ss.
COUNTY OF Harris)

On this 7 day of Nov, 2004, before me, the subscriber, a notary public of , personally appeared Toby Enqvist the staff Vice President of CONTINENTAL AIRLINES, INC. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of the Board of Directors.

(notarial seal and stamp)

DASHAWANDA D. MITCHELL
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXPIRES 04-04-2010

THE PORT AUTHORITY OF NY & NJ

October 31, 2010

McDonald's Corporation
One McDonald's Plaza, Dept. 099
Oak Brook, Illinois 60523

Attn: Kenneth S. Shiner

RE: McDONALD'S CORPORATION ANB-396 DATED AS OF OCTOBER 31, 2002

Dear Mr. Shiner:

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

The Port Authority hereby offers to extend the effective period of the permission granted by the Permit to and including **January 10, 2011,** subject to earlier termination or revocation, as provided in the Permit, on the following terms:

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

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

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

charge(s) or other service charge(s), if any, payable under the provisions of the Permit with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid under the Permit. Nothing herein is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under the Permit, including without limitation the Port Authority's rights to revoke the Permit or (ii) any obligations of the Permittee under the Permit;

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

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

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

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

Very truly yours,

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Senior Manager
Concessions & Central Agreements
Aviation Department

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

McDONALD'S CORPORATION

By _____

Name: Catherine A. Griffin
(Please Print Clearly)

Title: Vice President

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.

By Kate Gebo

Name: Kate Gebo
(Please Print Clearly)

Title: VP CRE

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

...ATION DEPT
FILE COPY

Westfield

Westfield Concession Management
Newark Liberty International Airport
1 Terminal C
Newark, NJ 07114
T 973-648-0600
F 973-648-0505

March 19, 2010

McDonald's Corporation
One McDonald's Plaza, Dept 099
Oak Brook, Ill. 60523
Attention: Director, Airport Development

ANB-396

Re: McDonald's, Space 25 ("Premises")
Newark International Airport, Terminal C, Newark, New Jersey

Sublease, dated October 31, 2002, between Continental Airlines, Inc., as Landlord, and McDonalds Corporation, as Tenant (the "Sublease")

Dear Mr. Kenneth S. Shiner:

On behalf of Continental Airlines, Inc., Landlord and Tenant have agreed that Tenant will remain open and operating in the Premises beyond the current expiration date for the extension letter which is October 31, 2010. Tenant will now remain in the Premises under the terms and conditions of the existing Sublease until January 10, 2011.

If the foregoing is acceptable, please sign both counterparts of this letter agreement in the space provided below and return one (1) fully executed original counterpart to my attention no later than April 2, 2010. Thank you for your attention to this matter.

Sincerely,

General Manager
Phillip J Capozzi

ACCEPTED AND AGREED TO THIS 14 DAY
OF April, 2010

McDonalds Corporation

BY: Bruce Neumann

NAME: Bruce A. Neumann

TITLE: Senior Counsel

cc: Ellen Pannell (Continental)
Judy Tuttle, Westfield

THE PORT AUTHORITY OF NY & NJ

December 3, 2010

McDonald's Corporation
One McDonald's Plaza, Dept. 099
Oak Brook, Illinois 60523

Attn: Kenneth S. Shiner

RE: McDONALD'S CORPORATION ANB-396 DATED AS OF OCTOBER 31, 2002

Dear Mr. Shiner:

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

The Port Authority hereby offers to extend the effective period of the permission granted by the Permit to and including **May 31, 2011,** subject to earlier termination or revocation, as provided in the Permit, on the following terms:

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

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

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Newark, NJ 07114
T: 212 435 7000

charge(s) or other service charge(s), if any, payable under the provisions of the Permit with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid under the Permit. Nothing herein is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under the Permit, including without limitation the Port Authority's rights to revoke the Permit or (ii) any obligations of the Permittee under the Permit;

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

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

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

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

Very truly yours,

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Senior Manager
Concessions & Central Agreements
Aviation Department

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

McDONALD'S CORPORATION

By _____

Name: Catherine A. Griffin
(Please Print Clearly)

Title: Vice President

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.

By _____

Name: Kate Gebo
(Please Print Clearly)

Title: VP CRE

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

301

AVIATION DEPT.
FILE COPY

Westfield Concession Management
Newark Liberty International Airport
1 Terminal C
Newark, NJ 07114
T 973-648-0600
F 973-648-0505

November 22, 2010

McDonald's Corporation
One McDonald's Plaza, Dept 099
Oak Brook, Ill. 60523
Attention: Kenneth Shiner

ANB-396

Re: McDonald's, Space 25 ("Premises")
Newark International Airport, Terminal C, Newark, New Jersey

Sublease, dated October 31, 2002, between Continental Airlines, Inc., as Landlord, and McDonalds Corporation, as Tenant (the "Sublease")

Dear Mr. Shiner:

On behalf of Continental Airlines, Inc., Landlord and Tenant have agreed that Tenant will remain open and operating in the Premises beyond the current expiration date for the extension letter which is January 10, 2011. Tenant will now remain in the Premises under the terms and conditions of the existing Sublease until May 31, 2011.

If the foregoing is acceptable, please sign both counterparts of this letter agreement in the space provided below and return one (1) fully executed original counterpart to my attention no later than December 6, 2010. Thank you for your attention to this matter.

Sincerely,

General Manager
Phillip J Capozzi

ACCEPTED AND AGREED TO THIS 1st DAY
OF December, 2010

McDonalds Corporation

BY: _____

NAME: Mark Meister

TITLE: Senior Counsel

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

:For Port Authority Use Only :
:
: ANB-396 :

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:** MCDONALD'S CORPORATION, a corporation incorporated under the laws of the State of Delaware.
3. **PERMITTEE'S ADDRESS:** One McDonald's Plaza
   Oak Brook, IL 60523
4. **PERMITTEE'S REPRESENTATIVE**: Mr. William J. O'Connell
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of October 31, 2002
8. **EXPIRATION DATE:** October 31, 2010, 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, 23.1, 28, SPECIAL**

Dated: As of October 31, 2002

APPROVED:
FORM | TERMS

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of October 31, 2002

By _____

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

MCDONALD'S CORPORATION
Permittee

By _____
Catherine A. Griffin

(Title) Vice President

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. As used herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Permittee shall

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

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

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE

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

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) 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 sum of Three Hundred Twenty Thousand Dollars and No Cents ($320,000.00)
either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the 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 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 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 deposit itself shall cure any default or breach of this Agreement 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 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 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 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 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 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 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.

(b) The Permittee may at any time during the effective period of the permission 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 Three Hundred Twenty Thousand Dollars and No Cents ($320,000.00).

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent 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) of this Standard Endorsement 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) of this Standard Endorsement. 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 under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. 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.

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 31, 2002 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class fast-food concession facility offering the sale of McDonald's branded breakfast, lunch, dinner, snacks, desserts and various

non-alcoholic beverages as are typically sold from time to time in a majority of McDonald's restaurants operating in the greater New York- New Jersey metropolitan area, and for no other purpose whatsoever.

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

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

2. (a) As used herein:

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

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

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

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed Exemption (2.a.) which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more

than Exemption (2.a.) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

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

(v) "Annual Exemption Amounts" or "Annual Exemption Amount" shall mean:

Exemption (2.a.)

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

(vi) "PA Share" shall mean Exemption (2.a.)

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Exemption (2.a.) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Exemption (2.a.) , on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

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

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

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of (i) (2.a.) of

all gross receipts of the Permittee up to Annual Exemption Amount-A; (ii) (2.a.) of all gross receipts of the Permittee in excess of Annual Exemption Amount-A and up to Annual Exemption Amount-B; (iii) (2.a.) of all gross receipts of the Permittee in excess of Annual Exemption Amount-B and up to Annual Exemption Amount-C; and (iv) (2.a.) of all gross receipts of the Permittee in excess of Annual Exemption Amount-C, which is in excess of the Guaranteed Rent arising during the effective period of permission hereunder.

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

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

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

an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand.

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

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

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

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

SPECIAL ENDORSEMENTS

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

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

(b) one hundred twenty (120) days following delivery of the Space to the Permittee or

(c) November 8, 2002,

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 Exemption (2.a.) 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."

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

SPECIAL ENDORSEMENTS

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

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

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

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

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

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

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

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an

additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

(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.

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

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

(1) In the first sentence of Section 2.07 of the Sublease, the phrase "and Tenant has been given written notice thereof" shall not apply to or be any force or effect as against the Port Authority, which shall be have no obligation under the Sublease (or as a landlord in the event the Sublease is assigned to and assumed by the Port Authority) to give the Tenant written notice of a monetary default. Late penalties due to the Port Authority, if any, shall be in accordance with Standard Endorsement No. 8.0 of this Permit.

(2) The abatement of Guaranteed Rent provided in Section 6.03 of the Sublease shall not apply with respect to the PA Share of such Rental. The abatement of Guaranteed Rent.

(3) The last sentence of Section 19.01(a) of the Sublease shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to and assumed by the Port Authority. The Port Authority shall have no obligation to mitigate damages in the event of a default by Tenant.

(4) The abatement of Rental provided in Section 27.34 of the Sublease shall not apply with respect to the PA Share of such Rental.

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

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

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

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

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

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

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

12. (a) The Permittee hereby certifies that its Federal Tax Identification Number is (Exemption for the purposes of Standard Endorsement No. 23.1. (1/4)

(b) 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) of Standard Endorsement No. 23.1. 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 said notice which new amount shall thereafter constitute the security deposit subject to said Standard Endorsement No. 23.1.

ASR
For the Port Authority

Initialed:

For the Permittee

HB
For the Airline

COPY

SUBLEASE

AVIATION DEPT.
FILE COPY

BETWEEN

ANB-396

CONTINENTAL AIRLINES, INC.

LANDLORD

AND

MCDONALD'S CORPORATION

TENANT

MCDONALD'S

TRADE NAME

25

SPACE NUMBER

TERMINAL C
NEWARK INTERNATIONAL AIRPORT
NEWARK, ESSEX COUNTY, NEW JERSEY

Page No.

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TERMINAL C
NEWARK INTERNATIONAL AIRPORT
SUBLEASE

THIS SUBLEASE ("Sublease") is made as of this 31ST day of October, 2002, by and between **CONTINENTAL AIRLINES, INC.**, a Delaware corporation, whose address is 1600 Smith Street, Department HQSVP, Houston, Texas 77002 ("Landlord"), and **MCDONALD'S CORPORATION**, a Delaware corporation, whose address is One McDonald's Plaza, Oak Brook, Illinois 60523 ("Tenant").

Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby lease unto Tenant, and Tenant hereby leases from Landlord, the premises identified on Exhibit A-2 ("Premises") which is in and part of Terminal C ("Terminal") at Newark International Airport ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. The Premises is known as Space No. 25 containing approximately 2,601 square feet of Floor Area as shown on Exhibit A-2. Following construction, the actual number of square feet of Floor Area in the Premises 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.

☒ In-Line Location ☐ Wall-Shop Location ☐ Kiosk Location
☒ Food Court Location

Landlord has the right to enter into this Sublease pursuant to the Agreement of Lease No. ANA-170 between the Port Authority of New York and New Jersey ("Authority") and Landlord's predecessor-in-interest dated January 11, 1985, as amended ("Terminal C Lease"). This Sublease is subject and subordinate to the Terminal C Lease, including all amendments and supplements thereto, whether entered into prior or after the date hereof, and to such other permits and documents as required by the Authority (collectively, the "Permits") including the Tenant's Agreement (as defined below) with the Authority, all of which are incorporated herein by reference. The rights and duties of Landlord with respect to the Terminal, including operation of concession facilities are governed by the Terminal C Lease and Tenant hereby agrees to comply therewith. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the prior written approval of the Authority determined in its discretion and the due execution and delivery by the Authority, Landlord and Tenant of an agreement in the exact form of Exhibit C hereto ("Agreement") or as such Agreement is otherwise required by the Authority and receipt by Tenant of any required Permits. Tenant covenants with Landlord to promptly execute and deliver such Agreement and to take any and all necessary and proper actions for the due authorization and performance thereof on a timely basis in order to be authorized by both Landlord and the Authority to open the Premises no later than the Rental Commencement Date. Tenant further covenants with Landlord not to do anything prohibited or fail to do anything required on the part of Tenant under the terms and conditions of this Sublease, the Terminal C Lease, the Permits and/or the Agreement.

DATA SHEET

The following references furnish data to be incorporated in the specified sections of this Sublease and shall be construed to incorporate all of the terms of the entire Section as set forth in this Sublease:

(1) **Section 1.02: Commencement Date and Ending Date of Term:** Latest Rental Commencement Date: November 8, 2002, provided that Tenant shall have 120 days from the commencement of Tenant's Work (commenced July 8, 2002) before the Rentals shall be due and payable hereunder and such 120 day period; however, until July 7, 2002, Tenant shall continue to pay all rentals under the Prior Sublease Agreement as described in Section 27.32. Expiration Date of Term: October 31, 2010.

RDTO

(2) **Section 2.01 and Section 2.02: Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Percentage Rent ("Percentage Rent"):** Tenant shall pay the greater of Guaranteed Rent or Percentage Rent as follows:

(a) Guaranteed Rent:

Exemption (2.a.)

(b) Percentage Rent:

(3) **Section 2.03: Storage Premises Rent:** If Tenant leases Storage Premises from Landlord, Tenant shall pay to Landlord "Storage Premises Rent" calculated on a per square foot of Floor Area basis in the Storage Premises per Lease Year. The Storage Premises Rent shall be payable in equal consecutive monthly installments as more particularly set forth in the separate Storage Premises Sublease.

(4) **Section 2.04: Taxes:** From and after the Rental Commencement Date, Tenant shall pay its proportionate share of Taxes as provided in Section 2.04.

(5) **Address for Rental Payments to Landlord:** Newark International Airport, Bank of America, File #55565, Los Angeles, California 90074-5565. All Rentals payable by Tenant to Landlord hereunder shall be made payable to "Westfield Concession Management, Inc., Agent for Continental Airlines, Inc." and remitted to the above-referenced address.

(6) **Section 7.01: Permitted Use:** The operation of a food & beverage concession facility offering McDonald's branded breakfast, lunch, dinner, snacks, desserts and various non-alcoholic beverages as are typically sold from time to time in a majority of McDonald's restaurants operating in the greater New York-New Jersey metropolitan area, all of which are as more particularly set forth on Tenant's initial menu offering attached hereto as **Exhibit K** and made a part hereof, and for no other use or purpose. From time to time, Tenant may request in writing that new food & beverage products offered by McDonald's may be prepared and sold from the Premises, subject to the prior written consent of the Landlord determined in Landlord's sole discretion.

(7) **Section 16.01: Trade Name:** "McDonald's".

(8) **Section 2.06: Additional Rent:**

Section 8.03: Maintenance Support Reimbursement Charge: From and after the Rental Commencement Date, Tenant shall pay its proportionate share of the Maintenance Support Reimbursement Charge as provided in Section 8.03. **Section 8.04: Food Court Public Area Charge:** If the Premises are located within or reasonably adjacent to a food court public area, from and after the Rental Commencement Date, Tenant shall pay its proportionate share of the Food Court Public Area Charge as provided in Section 8.04. **Section 12.01: Utilities:** From and after the Rental Commencement Date, Tenant shall pay its proportionate share of all utilities consumed in the Premises and its proportionate share of the Cooling, Heating and Refrigeration Plant Charge as

provided in Section 12.01. **Section 16.03: Joint Marketing Fund**: Calculated on the basis of (Exemption (2.a.) of Gross Receipts per month, payable monthly, subject to adjustment.

(9) **Section 26.01: Security Deposit:** As required by Landlord and the Authority, an amount equal to at least 3 months' Guaranteed Rent in immediately available funds, due and payable to the Authority upon Tenant's execution of the Agreement, or, in the alternative, an irrevocable clean letter of credit in an amount not less than (2.a.) of the initial annual Guaranteed Rent as specified in Item (2) of the Data Sheet. Such letter of credit must be in form and content as set forth in Exhibit I and issued by a commercial banking institution acceptable to the Authority and Landlord which is authorized to conduct business in the States of New Jersey or New York, to be delivered to the Authority upon Tenant's execution of the Agreement. The named beneficiary shall be the Authority, permitting the Authority to draw on such letter of credit in accordance with the terms of the Agreement.

(10) **Section 27.05: Legal Notice Addresses:**

Landlord:
Continental Airlines, Inc.
1600 Smith Street, Dept. HQSVP
Houston, Texas 77002
Attention: VP-Corporate Real Estate
& Environmental Affairs

Continental Airlines, Inc.
1600 Smith Street, Dept. HQSLG
Houston, Texas 77002
Attention: Legal Department

With copies to:

Westfield Concession Management, Inc.
11601 Wilshire Blvd., 12th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

Westfield Concession Management, Inc.
Newark International Airport - Terminal C
Newark, New Jersey 07114
Attention: General Manager

Tenant:
McDonald's Corporation
One McDonald's Plaza, Dept. 099
Oak Brook, Illinois 60523
Attention: Director, Airport Development

With a copy to:

McDonald's Corporation
One McDonald's Plaza
Oak Brook, Illinois 60523
Attention: Legal Department

Tenant's Billing Address:

McDonald's Corporation
One McDonald's Plaza
Oak Brook, Illinois 60523
Attention: Accountants Payable Dept.

(12) **Disadvantaged Business Enterprises ("DBE").** If Tenant is applying as a DBE, please check here (X) and refer to Exhibit D. In such event, Landlord shall not allow Tenant to initially open for business in the Premises until Tenant has been completely certified as a DBE by the Authority. Tenant shall immediately take all steps necessary to obtain such certification from the Authority on or before the Rental Commencement Date. If the DBE participant is an individual or the individual is the sole owner of Tenant, the participating DBE percentage, as so certified, shall not be less than one hundred percent (100%) at all times during the Term hereof. If the DBE participant is a member/partner of a partnership with Tenant or joint venturer of a joint venture with Tenant or a licensee, franchisee or sublessee of Tenant, the participating DBE percentage, as so certified, shall not be less than one hundred percent (100%) at all times during the Term hereof. Any change in the ownership structure involving the certified DBE participant must be reported in writing to Landlord and the Authority immediately and in no event later than 30 days following any such change in DBE ownership status.

ARTICLE I
GRANT AND TERM

Section 1.01 **CONDITIONS OF GRANT.** Landlord, as the Terminal's operator, and the Authority, as the Airport's operator, each have the right to make any replacements or modifications to the Terminal and/or Airport, as the case may be. Landlord and/or the Authority may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1 and A-2 and eliminate or add any improvements to any portion of the Terminal and the Airport at any time without Tenant's consent. The sublease of the Premises is not of the exterior walls, the floor above or below, the roof area above, the land under or adjacent, nor any adjacent space to the Premises. Landlord shall have the right to locate in any manner, install, maintain, use, repair and replace pipes, utility lines, conduits, ducts, flues, refrigerant lines, drains, sprinkler mains and valves, wires and wiring and structural elements leading through the Premises serving the Premises or any other parts of the Terminal. Landlord, to the extent possible, shall use reasonable efforts to locate 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. Tenant may, upon approval by Landlord and subject to the Authority's Tenant's Construction or Alteration Application ("TAA") process, have the right to install those utilities lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the floor above, such installation to be at Tenant's sole cost and expense. Wherever the term Airport or Terminal are used, they shall be deemed to include the areas shown as such on Exhibit A-1. If Landlord or the Authority, as the case may be, elect to enlarge or alter either the Airport or the Terminal, Landlord may include any additional area in the definition of either Airport or Terminal for purposes of this Sublease.

Section 1.02 **COMMENCEMENT AND ENDING DATE OF TERM.** The Term shall commence on the date ("Commencement Date") of execution hereof by the parties. Tenant's obligation to pay Guaranteed Rent, Percentage Rent, Taxes and Additional Rent shall commence upon the date ("Rental Commencement Date") which is the earliest to occur of (a) the date on which Tenant opens in the Premises 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 payment of Rental. 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 Agreement with the Authority is terminated or otherwise revoked as provided therein. Unless otherwise approved in writing by Landlord, Tenant shall open its concession for business to the public (with all required improvements completed and the Premises fully fixtured, stocked with high quality food & beverage products and staffed, with Tenant prepared to engage in selling high quality food & beverage products and/or services as provided pursuant to Article VII) by the Rental Commencement Date. The first "Lease Year" shall be the period commencing on the Rental Commencement Date and ending on December 31 next following and thereafter, "Lease Year" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31 of each calendar year.

Section 1.03 **LATE OPENING.** Except as otherwise provided in Section 27.04, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to the fault of Tenant (including, but not limited to, obtaining approval from the Authority of Tenant's plans to construct the Premises and obtaining the Agreement and Permits from the Authority) and not due to delays caused directly by Landlord for failure to timely deliver the Premises, the parties agree that it is and will be impracticable and extremely difficult to determine the actual damages suffered by Landlord. The parties have agreed that in order to compensate Landlord for its loss, Tenant shall pay as Additional Rent, upon demand, the sum of $200.00 per day for each day Tenant delays its initial opening in accordance with Section 1.02 above, after and including the Latest Rental Commencement Date. This remedy shall be in addition to any and all other remedies available to Landlord in the event of such failure to open by Tenant. Such Additional Rent shall be deemed to be in lieu of Percentage Rent only (as defined in Section 2.02) that

might have been earned during the period of Tenant's failure to open. The amount has been determined based on numerous considerations including the fact that Landlord may have expended considerable sums of money and time and effort in reliance upon and based upon Tenant opening for business as required herein.

Section 1.04 **LANDLORD'S AND AUTHORITY'S CONSENT.** Tenant acknowledges that under the Terminal C Lease and the Agreement, the Authority may have the right to consent to or approve matters which are described 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 the Authority, whether or not the Authority is acting reasonably in making or refusing to make such determination. Although Landlord shall use reasonable efforts to obtain the Authority's consent or approval, 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.

ARTICLE II
RENTAL

Section 2.01 **MINIMUM ANNUAL GUARANTEED RENT.** (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord as the Guaranteed Rent the sum set forth in the Data Sheet for each Lease Year during the Term in equal consecutive monthly installments in advance on or before the 1st day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent, Additional Rent and all other sums payable hereunder shall be paid to Landlord in U.S. currency or other customary commercial manner 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 1st day of a calendar month, then the Guaranteed Rent for such fractional month shall be 1/365th of the Guaranteed Rent multiplied by the number of days remaining in the month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated.

(b) Effective each January 1 following the 1st anniversary of the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall Guaranteed Rent decrease below the amount of the initial Guaranteed Rent as set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "Percentage Change In Enplanements". Landlord, in its sole and reasonable discretion, shall calculate and determine the "Percentage Change In Enplanements" annually on a calendar year basis in accordance with customary practices generally applicable in the U. S. airline industry. Landlord shall be entitled to rely on its own information and, if applicable, information obtained from the Authority and other airline carriers, if any, which operate commercial flight activity in the Terminal. For purposes hereof, the Percentage Change In Enplanements shall generally mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's enplaned passenger volume for 2 consecutive calendar year periods. For example, the initial calendar year period which shall be utilized by Landlord shall be the Lease Year in which the Rental Commencement Date occurs and this shall be compared to the calendar year period in which the 1st anniversary of the Rental Commencement Date occurs. Thereafter, calendar year measuring periods utilized by Landlord shall both "roll forward" to the next succeeding calendar year. Landlord, upon Tenant's written request but not more often than 1 time per Lease Year, shall provide Tenant with Landlord's published data with respect to the Terminal's enplaned passenger volume for the previous Lease Year.

Section 2.02 **PERCENTAGE RENT.** (a) In addition to Guaranteed Rent, Additional Rent and other charges set forth herein, from and after the Rental Commencement Date, Tenant shall pay to Landlord, for each month of the Term, Percentage Rent equal to the product of the graduated Percentage Rent Rates times the amount of Tenant's Gross Receipts (as defined below) during such month in accordance with the

applicable graduated Percentage Rent Rates as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly amount of Guaranteed Rent paid by Tenant to Landlord. 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 graduated Percentage Rent Rates as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly amount of Guaranteed Rent paid by Tenant to Landlord as all of such Gross Receipts are indicated on "Tenant's Monthly Statement" (as defined in Section 3.02).

(b) If, at the end of any Lease Year, the total amount of monthly installments of Percentage Rent paid for such Lease Year is less than the total amount of annual Percentage Rent required to be paid for such Lease Year, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement (as defined in Section 3.02). If, at the end of any Lease Year, the total amount of monthly installments of Percentage Rent paid based on Gross Receipts for such Lease Year exceeds the total amount of annual Percentage Rent required to be paid for such Lease Year as indicated in Tenant's Annual Statement, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Percentage Rent due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount of Percentage Rent paid by Tenant exceeds the total amount of "annualized" Percentage Rent required to be paid by Tenant for such final Lease Year (calculated in the same manner provided hereinabove for non-final Lease Years), such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises at the conclusion of this Sublease and the Premises are in the condition required by this Sublease, 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.

(c) 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. If Tenant fails to continuously operate its business or keep the required store hours or vacates the Premises prior to the expiration of the Term hereof, Landlord will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a material default and breach by Tenant hereunder and Landlord shall be entitled to all remedies provided hereunder or at law.

(d) The term "Gross Receipts" as used herein shall mean and include all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made and services rendered at or from the Terminal or 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 Airport and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or Airport, including, without limitation: mail, catalogue, closed circuit television, computer, other electronic or telephone orders; all deposits not refunded to or otherwise forfeited by customers; orders taken, although said orders may be 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 Tenant'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. Losses from "bad" checks or credit card transactions are the responsibility of Tenant and shall not be excluded from Gross Receipts. Gross Receipts shall include all such sales, revenues or receipts generated by Tenant's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Tenant and shall also include the full amount of all insurance proceeds paid on a gross earnings business interruption insurance policy to Tenant.

(e) Notwithstanding Section 2.02(d) above, Gross Receipts shall not include: (i) 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 food & beverage products or services but only if separately stated from the sales price and only to the extent paid by Tenant to any duly constituted governmental/taxing authority; (ii) the portion of the sales price for all food & beverage products returned by customers and accepted for credit to the extent of the credit actually given to the customer as well as rebates, exchanges or allowances made to customers; (iii) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Tenant and such charges are merely an accommodation to customers; (iv) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (v) receipts in the form of refunds from or the value of food & beverage products; services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including volume discounts received from Tenant's vendors, suppliers or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors and suppliers, etc. all of which must be included within Gross Receipts); (vi) customary discounts given by Tenant on sales of food & beverage products or services to Tenant's employees, if separately stated, and limited in amount to not more than (2.a.) of Tenant's Gross Receipts per Lease Month; (vii) customary discounts of (2.a.) which must be given by Tenant on sales of food & beverage products or services to Landlord's employees, other Airport airline lessees' employees and other individuals employed at the Airport, if separately stated; (viii) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees; (ix) exchange of food & beverage products between stores or warehouses owned by or affiliated with Tenant (where such exchange is made solely for the convenient operation of the business of Tenant and not for purposes of consummating a sale which has theretofore been made in or from the Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the Premises); (x) 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 Tenant's record keeping system; (xi) 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; and (xii) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy as provided in Section 2.02(d) above, receipts from all other insurance proceeds received by Tenant as a result of a loss or casualty.

Section 2.03 **STORAGE PREMISES AND RENT.** If applicable, commencing on the date of actual delivery of the Storage Premises, Tenant shall pay as Additional Rent, the amount set forth in the related Storage Premises Sublease and thereafter 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. Landlord has the right at any time, in its reasonable discretion, to designate alternative Storage Premises. In the event of the relocation of the Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Additional Rent for the Storage Premises 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 occurs on a date other than the 1st day of a month, the Additional Rent for the Storage Premises shall be prorated on a daily basis for any such partial month.

Section 2.04 **TENANT'S TAXES.** Intentionally omitted.

Section 2.05 **TRASH REMOVAL.** Tenant, at its sole expense, shall at all times keep the Premises (including, without limitation, display windows and signs) orderly, neat, safe, clean and free from rubbish and dirt, and shall store all trash, garbage and other waste within the Premises or in such areas as may be designated by Landlord for such storage and shall properly dispose of the same in accordance with Landlord's and the Authority's requirements for the Terminal. Tenant shall not burn any trash or garbage at any time in or about the Terminal or the Airport.

Section 2.06 **ADDITIONAL RENT.** In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as Additional Rent (whether or not so designated herein), 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: rent for the Storage Premises, if any (Section 2.03), Taxes (Section 2.04), Maintenance Support Reimbursement Charge (Section 8.03), Food Court Public Area Charge (Section 8.04), if any, utility charges (Section 12.01), and contributions to the Joint Marketing Fund (Section 16.03). 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 amounts of Guaranteed Rent, Percentage Rent and Additional Rent (collectively "Rental") payable in a given month shall be deemed to comprise a single rental obligation of Tenant to Landlord. Wherever there is a reference in this Sublease to the collection of charges as Additional Rent (other than Guaranteed Rent, Percentage Rent and rent for Storage Premises), such term is used solely to designate Landlord's rights and remedies in the event of default and not to define such term as rent for any local or state tax purposes.

Section 2.07 **LATE PAYMENT CHARGE.** If any Rentals required to be paid to Landlord hereunder is not made when such Rentals are due including as a result of any audit findings and Tenant has been given written notice thereof, Tenant shall pay interest on any such overdue amounts at the prime rate of interest as published in the Wall Street Journal or successor publication or the highest rate permitted by the laws of the State of New Jersey, whichever is less, commencing on the date that is 10 days following 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. 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. Either (i) the acceptance of such late payment charge by Landlord, or (ii) if Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due hereunder; Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default with respect to Tenant's nonpayment nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Sublease, or at law. Tenant acknowledges that a portion of the Rental paid to Landlord hereunder is for the benefit of the Authority and therefore if Tenant fails to timely make any payments to Landlord, any late charges due and payable to the Authority shall be as set forth in the Agreement.

Section 2.08 **TENANT'S PAYMENT OBLIGATIONS.** Landlord may, at its sole discretion, apply any payments received from Tenant to any Rental which 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 Rental which has 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 Jersey. Tenant covenants to pay all Rentals hereunder independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all such Rentals when due under the terms hereof. Except as otherwise specifically set forth herein, all Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement.

ARTICLE III
RECORDS AND BOOKS OF ACCOUNT

Section 3.01 **TENANT'S RECORDS.** Tenant shall prepare and keep full, complete and accurate books and source documents, in accordance with generally accepted accounting principles consistently applied ("GAAP"), of the Gross Receipts, whether for cash, credit or otherwise, of Tenant's business at any time operated within the Premises and of the operations of each subtenant, concessionaire,

licensee and/or assignee, if any, and shall require and cause all such parties (including Tenant's affiliates performing similar services within the Port of New York District) to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant ("Records"). The Records to be kept by Tenant within the Port of New York District 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 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 and any other persons conducting business from the Premises. Pertinent original sales records shall include, without limitation, a point of sale system of record keeping and such other reasonable documentation which would normally be examined by an independent accountant pursuant to GAAP in performing an audit of Tenant's sales sufficient to provide determination and verification of Gross Receipts and the exclusions and deductions therefrom. Tenant must also provide an electronic cash control system which will provide all significant point-of-sale information reasonably satisfactory to Landlord which must include: (i) sales by general product category, if applicable; (2) sales transactions by time of day and day of week, if requested by Landlord; and (3) average sales transactions. Tenant's electronic cash control system must ensure tight cash control, have complete audit capability and include: (1) the ability to record transactions by sequential control number which can be printed on audit tape(s); (2) be capable of printing transactions on tape or receipt for customers showing time of day and day, month and year; (3) print out customer receipts showing the amount of the transaction, the amount of cash, check or credit tendered and the amount of cash or credit returned to the customer; (4) the point-of-sale device shall have a provision for non-resettable totals and access for resetting the control totals shall be reserved solely to the point-of-sale device supplier; and (5) Tenant shall be required to use point-of-sale devices and/or cash registers that are approved by Landlord, such approval not to be unreasonably withheld if they meet the foregoing requirements. Tenant's Records shall be preserved by Tenant within the Port of New York District for the period required under Tenant's Agreement with the Authority. All Records maintained pursuant hereto shall at all reasonable times, during Tenant's normal business hours after 20 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by, Landlord, the Authority or Landlord's or the Authority's authorized representative or agent for the period required under Tenant's Agreement with the Authority. If Landlord or the Authority does not audit such Records within such retention period as required in the Agreement, those 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 a period required in the Agreement after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 **REPORTS BY TENANT.** Tenant shall furnish to Landlord, within 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of Exhibit E attached hereto), certified by a responsible officer of Tenant, of the amount of Gross Receipts made from the Premises 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 E attached hereto), prepared and certified by the chief financial officer or principal accounting officer of Tenant ("Annual Statement") showing in reasonable detail the amount of Gross Receipts made by Tenant from the Premises during the preceding Lease Year, the payments of Guaranteed Rent, Percentage Rent and Additional Rent. Tenant shall certify in its Annual Statement that (i) such statements have been prepared in accordance with the terms of this Sublease, (ii) that all revenues derived from Tenant's activities hereunder which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with GAAP have been so included, (iii) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (iv) all of the foregoing statements are true, accurate and complete in all material aspects. The certification by Tenant's chief financial or principal accounting officer 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 GAAP. Tenant acknowledges that the Authority reserves its right to require Tenant's Annual Statement to be certified and opined to by an independent certified public accountant pursuant to Tenant's Agreement with the Authority. Tenant shall require all subtenants, concessionaires, licensees and/or assignees, if any, to furnish a similar statement. 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. If Tenant or any subtenant, concessionaire, licensee and/or assignee fails to furnish to Landlord any Monthly or Annual Statement within the time required by this Section 3.02, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent, a special handling fee of $50.00 per statement per day until such statement is delivered to Landlord. This remedy shall be in addition to other remedies provided herein or by law to Landlord. To the extent permitted by law, if the Monthly Statement and Annual Statement and summaries thereof received by Landlord from Tenant, which Landlord shall submit to the Authority, requires or may contain any trade secrets, commercial or financial information that Tenant requests in writing to be kept confidential, such information shall be kept confidential by Landlord but may be nevertheless subject to disclosure by the Authority in accordance with the Authority's application of its freedom of information policies. Monthly Statements and Annual Statements prepared by Tenant pursuant to this Article III shall contain separate sections called "Analysis of Operation" and shall include the following data: (1) total Gross Receipts and, if requested, Tenant shall calculate such Gross Receipts per square foot of Floor Area in the Premises and per enplaned passenger in the Terminal; (2) sales by general product category; (3) total number of transactions; (4) average dollar amount per transaction; and (5) sales time distribution (e.g. morning, afternoon, evening) if requested by Landlord.

ARTICLE IV
AUDIT

Section 4.01 **RIGHT TO EXAMINE BOOKS.** Notwithstanding the acceptance by Landlord of payments of Rentals or installments thereof, Landlord shall have the right to audit all Rentals and other charges actually due hereunder. Tenant shall make available to Landlord within 20 days following Landlord's written request for the same at a 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 in and from the Premises and the amount of all Rentals. Notwithstanding the foregoing, the Authority's inspection, examination and/or audit rights shall be as set forth in Tenant's Agreement with the Authority.

Section 4.02 **AUDIT.** Landlord may at any time upon 20 days prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant (who may be a certified public accountant "CPA") selected by Landlord of the entire 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 or a concessionaire as above set forth in Article III. Tenant shall make available to Landlord's auditor at a location within the Port of New York District within 20 days following Landlord's written notice requiring such audit, all of the books, source documents, accounts, records and sales tax reports of Tenant and any of its affiliates and concessionaires which such auditor deems necessary or desirable for the purpose of making such audit. Notwithstanding the foregoing, the Authority's audit rights shall be as set forth in Tenant's Agreement with the Authority. If such audit discloses that Tenant's 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 interest at the Interest Rate from the date(s) such amount was originally due. Further, if such understatement was in excess of three percent (3%) of Tenant's actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit, within 30 days of an invoice therefor, and if such understatement was in excess of ten percent (10%) of Tenant's

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 Landlord's CPA or representative reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with GAAP to verify Tenant's actual Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit and, in addition, should Landlord 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. If such audit shall disclose that the Records, in Landlord's reasonable determination, are inadequate to disclose such Gross Receipts in accordance with GAAP, Landlord shall be entitled to collect as Additional Rent an amount equal to five percent (5%) of the Guaranteed Rent payable by Tenant during the period in question. Notwithstanding the foregoing, the Authority's rights, remedies and penalties relating in any way to the Authority's inspection, examination and/or audit rights shall be as set forth in Tenant's Agreement with the Authority.

ARTICLE V
CONSTRUCTION OF PREMISES

Section 5.01 **CONSTRUCTION OF PREMISES.** (a) Landlord shall deliver and Tenant will take possession of the Premises in an **"AS IS", "WHERE LOCATED"** condition in existence as of the Commencement Date. All improvements to be made to the Premises shall be substantially as set forth in Exhibit B, the Tenant Design Criteria and Handbook and pursuant to the Authority's Tenant's Design Guidelines and TAA process and any other requirements required by Landlord and the Authority. Tenant shall construct and install all of its improvements (including both Fixed Improvements and Operating Equipment) to the Premises so that the Premises will provide attractive, well-designed concession facilities that promote the marketing of food & beverage products and/or services and present a positive image to the Terminal's users. Each of the parties hereto shall perform the obligations imposed upon such party in Exhibit B, the Tenant Design Criteria and Handbook and the TAA process at the times and in the manner therein provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering Landlord's Work (if any), as described in Exhibit B, shall not affect, change or invalidate this Sublease. In the event of an ambiguity or conflict between the construction-related provisions contained in this Article V, Exhibit B, the Tenant Design Criteria and Handbook and the Authority's TAA process, the Authority's TAA process shall control over any such construction-related provisions.

(b) Within 20 days of the Commencement Date, Tenant, at its expense, shall submit its conceptual drawings and plans ("Conceptual Plans") for approval by Landlord and the Authority, such approval to be determined in their respective discretion. Once the Conceptual Plans are so approved, Tenant shall, at its expense, prepare final drawings and specifications ("Final Drawings") no later than 30 days or such shorter period of time in order for Tenant to complete Tenant's Work and open the Premises for business to the public no later than the Rental Commencement Date. The Final Drawings shall be based upon the approved Conceptual Plans meeting the requirements set forth in this Sublease and the documents referenced herein and shall be submitted for the approval of Landlord and the Authority pursuant to the TAA process. Landlord and the Authority shall have the right to approve or disapprove the Final Drawings as determined in their absolute discretion. In the event of disapproval, Tenant shall immediately revise the Final Drawings and shall promptly and continually re-submit them for approval of Landlord and the Authority until such approval is obtained. Tenant's failure to furnish the Conceptual Plans and Final Drawings within the time frames set forth herein and in the form required by this Sublease, Exhibit B and the documents referenced therein, or failure to perform any other obligation under this Section, Exhibit B and the TAA process, shall

constitute a 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 Conceptual Plans and Final Drawings, including any revisions required thereto within 30 days from the dates required, Landlord may at its option, terminate this Sublease upon 24 hours 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 except for payment of any of Tenant's Rental obligations to Landlord accrued prior to the effective date of any such termination. No deviation from the Final Drawings, once approved by Landlord and the Authority (and once so approved they are incorporated into this Sublease by reference herein), except minor deviations required due to existing field conditions, shall be made by Tenant without Landlord's and the Authority's prior written consent. Approval of the Conceptual Plans and Final Drawings by Landlord or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Any occupancy of the Premises by Tenant prior to the Rental Commencement Date shall be solely for the purpose of inspection, measurement and obtaining information necessary to prepare Conceptual Plans and Final Drawings and to construct its leasehold and Fixed Improvements and install its Operating Equipment, and shall be subject to all terms and conditions applicable to such entry prior to the Rental Commencement Date pursuant to Section 1.02. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant in accordance with the Authority's TAA process 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 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) After receipt of all approvals of the Final Drawings, Tenant shall immediately apply for and diligently pursue, at Tenant's expense, any and all Permits required under the TAA process necessary to perform Tenant's Work. If Tenant has proceeded with due diligence and used its best efforts to obtain all necessary Permits but has failed to obtain the same (and such failure cannot be cured by the making of any reasonable changes to the Final Drawings which would permit Tenant to proceed with Tenant's Work, Tenant shall notify Landlord and Landlord shall have the right, but not the obligation, and at Tenant's sole cost and expense, to attempt to obtain any such permits for the benefit of Tenant. If Landlord has not succeeded in obtaining such Permits within 90 days (or such shorter period for Tenant to open by the Rental Commencement Date) or if Landlord elects not to pursue obtaining the Permits for the benefit of Tenant, Landlord may, at its option, terminate this Sublease upon 24 hours notice to Tenant and this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party except for the payment of any of Tenant's Rental obligations to Landlord accrued prior to the effective date of any such termination. Tenant, at its expense, shall construct, equip and complete the Fixed Improvements and install its Operating Equipment proceeding at all times with due diligence and in a good and workmanlike manner under the supervision of a New Jersey licensed architect or engineer in accordance with all applicable legal and code requirements, Tenant's Agreement with the Authority, the TAA process and the Permits in order to complete the same and open the Premises for business to the public no later than the Rental Commencement Date. All such construction shall be completed free and clear of all liens, encumbrances and security instruments. If any mechanics', materialmens' or other lien is filed against the Premises, the Terminal, the Airport or any interest in this Sublease or the Terminal C Lease as a result of any work or act of Tenant, Tenant shall fully and completely discharge the lien and have it released from record by payment or posting a bond within 20 days after the filing thereof. If Tenant fails to discharge and have the lien released from record as provided above, Landlord or the Authority may, at their respective options, bond or pay the lien or claim for the account of Tenant without inquiring into the validity thereof and Tenant shall, within 30 days after notice, completely reimburse Landlord or the Authority for any funds so spent to bond or pay the lien or claim. The term "Fixed Improvements" shall mean any addition,

alteration, annexation or improvement which shall become affixed to the Premises which cannot be removed, modified or changed without damage to, or destruction of, either itself or any portion of the Premises. "Operating Equipment" shall mean any removable trade furniture, furnishings, equipment and fixtures that are fabricated, furnished and installed by Tenant and used in its operations in the Premises, but does not include Fixed Improvements nor any displays or decorations that are of a seasonal or temporary promotional nature.

(d) All contracts and subcontracts for the performance of Tenant's Work shall require (1) that all contractors and subcontractors provide labor that can work in harmony with other labor employed or to be employed at the Airport in accordance with this Sublease and Tenant's Agreement with the Authority, properly bonded and badged for Airport security purposes; (2) insurance coverage and suretyship reasonably satisfactory to Landlord; (3) that all contractors and subcontractors comply with all of the requirements of this Sublease, the TAA process, all applicable Permits, Tenant's Agreement with the Authority and/or as otherwise required by code or the Authority; (4) in the case of Fixed Improvements, performance and payment bonds from Tenant or its contractor, in form and substance reasonably satisfactory to Landlord, each of which shall name Landlord and the Authority as an additional obligee and aggregating in the penal sum equal to all of Tenant's construction contracts.

Section 5.02 **OCCUPANCY PERMITS AND OTHER DOCUMENTS.** Within 30 days after Tenant's opening for business in the Premises, Tenant shall deliver to Landlord 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 form as Landlord shall have reasonably approved and an architect's certification that the Premises have been constructed in accordance with the approved Final Drawings and are fully complete in accordance with all of such requirements specified or referenced herein. Further, Tenant shall also deliver to Landlord a copy of the Authority's Permit to Occupy and Use with respect to the Premises within 30 days after receipt thereof from the Authority. Within 90 days after Tenant's opening for business in the Premises, Tenant shall deliver to Landlord (i) final and complete sets of "as-built" Final Drawings and Computer Aided Drafting and Design ("CADD") drawings, duly certified by a registered architect or registered engineer licensed in the State of New Jersey; and (ii) statements of the total construction costs incurred by Tenant which is certified by a responsible officer of Tenant as correct together with copies of all supporting documentation required by Landlord or the Authority under Tenant's Agreement with the Authority. If Tenant shall fail to provide any of the same within such 90 day period, Tenant shall pay to Landlord as Additional Rent, within 10 days after demand, the sum of $50.00 per day for each day that such certified drawings, construction costs and required documents have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 6 months after Tenant's opening for business in the Premises, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

Section 5.03 **CONDITION OF PREMISES.** Except as otherwise specifically provided herein (including, without limitation, in Exhibit B), 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"** condition, and Tenant acknowledges (i) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession; (ii) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant other than to complete any remaining portion of Landlord's Work, if any, under Exhibit B; (iii) that, except as may be expressly provided herein, neither Landlord nor any of Landlord's employees, agents, representatives, contractors nor brokers has made any representation or warranty of any kind respecting (a) the condition of the Premises, and/or the Terminal, (b) the suitability thereof for Tenant's permitted use or the conduct of Tenant's business, or (c) occupancy or operation within the Terminal by any other airline, person or entity including forecasted or estimated enplaned passenger volume in the Terminal. 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 called for hereunder, subject to all field conditions existing at the time of delivery of possession. In no event shall Landlord or the Authority be liable for damages or otherwise as a result of any failure to make the Premises available within the time and/or in the condition provided herein and no such failure shall permit Tenant to rescind or terminate this Sublease or Tenant's Agreement with the Authority.

Section 5.04 **ULTIMATE RENTAL COMMENCEMENT DATE.** Notwithstanding anything to the contrary contained herein, if for any reason whatsoever (excluding, without limitation, force majeure), the Rental Commencement Date shall not have commenced prior to such date as shall be one (1) year from the Commencement Date or such longer period of time as Landlord may approve in writing to Tenant, then, at Landlord's option, this Sublease shall be automatically terminated without further act of either party hereto and each of the parties hereto shall be released from any further obligation hereunder.

ARTICLE VI
ALTERATIONS, CHANGES AND ADDITIONS

Section 6.01 **ALTERATIONS BY TENANT.** Tenant shall not make or cause to be made any alterations, additions or improvements to the Premises (for example, but without limiting the generality of the foregoing, Tenant shall not install or cause to be installed any signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies, awnings, electronic detection devices, antennas, mechanical, electrical or sprinkler systems, or make any changes to the storefront or the general appearance of the Premises), without the prior written approval of Landlord and the Authority pursuant to the TAA process. Tenant, with the prior written approval of Landlord, may make such voluntary alterations, additions and improvements to the interior of the Premises provided: (a) the same are cosmetic and not structural in nature, do not affect a utility system, the storefront or storefront sign and are not inconsistent with the Final Drawings approved by Landlord and the Authority; (b) that Tenant complies with the provisions concerning contractors, labor relations, reporting of costs and insurance and bonds, the provisions of Exhibit B and the Tenant Design Criteria and Handbook; (c) that after Tenant has obtained Landlord's approval, Tenant shall submit to Landlord 15 days written notice prior to undertaking any of the foregoing together with a schedule of the commencement and completion dates of the work; and (d) Tenant shall comply with the TAA process. Tenant shall present to Landlord, Final Drawings for all alterations, additions or improvements, voluntary or otherwise, at the time approval is sought, in accordance with criteria and procedures as provided in Exhibit B, the Tenant Design Criteria and Handbook and the TAA process. Notwithstanding anything to the contrary contained herein, no such alterations, additions or improvements by Tenant hereunder shall be included in "Cost of Fixed Improvements", it being expressly understood that any of the foregoing shall be at Tenant's sole cost and expense and not subject to any reimbursement or buy-out provisions in favor of Tenant hereunder.

Section 6.02 **REMOVAL BY TENANT.** All Fixed Improvements and any alterations thereto, except removable Operating Equipment, made by Tenant shall be deemed to have attached to the Premises and title shall immediately be deemed vested in the Authority or the City of Newark in accordance with the Terminal C Lease and the Authority's lease with the City of Newark. Upon the expiration or earlier termination of this Sublease, Tenant shall not remove any of such Fixed Improvements; provided, however, that Operating Equipment installed by Tenant and not permanently affixed to the Premises shall remain the property of Tenant and may be removed throughout the Term hereof or upon expiration or earlier termination of the Term hereof if all Rental and other charges due hereunder are paid in full and Tenant is not otherwise then in default of any of the covenants, terms or provisions of this Sublease; provided that Tenant immediately repairs any damage caused by such removal. Under no circumstances shall Fixed Improvements be demolished or removed except with the prior written consent of Landlord and the

Authority. If Tenant shall fail to remove any of its personal property and Operating Equipment, Landlord, the Authority or any designee may, at their option, retain either any or all of such property, and title thereto shall thereupon vest in Landlord, the Authority or any designee without compensation to Tenant; or any of such entities may remove all or any portion of the property from the Premises and dispose of the property in any manner, without compensation to Tenant. In the latter event, Tenant shall, upon demand, pay to Landlord for itself or for the benefit of the Authority, the reasonable and actual expense of such removal and disposition and the repair of any damage to the Premises resulting from or caused by such removal. Tenant shall, at its expense, execute all documents requested and deemed necessary by the Authority to evidence the title to any Fixed Improvements. The obligations contained in this Section 6.02 shall survive the expiration or earlier termination of this Sublease.

Section 6.03 **CHANGES AND ADDITIONS.** Landlord (consistent with the Terminal C Lease) and the Authority reserve the right at any time, and from time to time, to make extensive alterations to, and to build additional stories on, the Terminal and to construct other buildings and improvements in the Airport, including any extensive modifications of the public areas in connection therewith, to enlarge or reduce the Terminal, to add decks or elevated parking facilities, and to sell or lease any part of the land comprising the Airport, for the extensive construction thereon of a building or buildings which may or may not be part of the Airport. Landlord (consistent with the Terminal C Lease) and the Authority reserve the right at any time to relocate, reduce, enlarge, or reconfigure the Terminal, the Airport, parking areas and other public areas shown on Exhibits A-1 and A-2. Tenant agrees to accommodate and cooperate with Landlord and the Authority in such matters, even though Tenant's own operations may be inconvenienced or impaired thereby and Tenant agrees that no liability shall attach to either Landlord or the Authority (including their respective agents, commissioners, contractors, directors, employees, officers and subcontractors) by reason of such inconvenience or impairment and Tenant hereby waives any and all claims for damages and other consideration by reason of such inconvenience or impairment. Landlord and the Authority shall use reasonable efforts not to materially inconvenience Tenant or materially impair Tenant's operations and Landlord shall give reasonable notice to Tenant of any such construction, repair or related activity. Consistent with the Terminal C Lease, Landlord shall have the exclusive right to use all or any part of the roof of the Terminal for any purpose; to erect additional stories or other structures over all or any part of the Premises; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be materially impaired; and to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Terminal, the same to be in locations as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Premises (including, without limitation, freestanding columns and footings for all columns) and Landlord, at its expense, shall repair all damage to the Premises resulting from any work related to such use. Notwithstanding the foregoing or anything else to the contrary contained in this Sublease, if Tenant is prevented from conducting its business in the Premises or access to the Premises is materially impaired to the extent that Tenant is forced to close for business to the public for 3 or more complete and consecutive days due to any such construction or modifications, then Guaranteed Rent shall be abated (except as otherwise set forth in the Agreement as to the PA Share) until Tenant is able to resume its business in the Premises, provided Tenant shall immediately reopen on the date following the cessation of the construction or modifications.

Section 6.04 **RELOCATION, EXPANSION, CONTRACTION OR TERMINATION.** (a) At any time during the Term hereof, due to the nature of the Airport and airline industries in general, it may be necessary to relocate the Premises, expand or reduce all or any part of the Premises or obtain possession of the Premises if Landlord determines such action to be necessary for airline operational and/or airport operational considerations (e.g. the operation of non-concession services in the Terminal, the operation of non-concession services for any airline or Airport operations in the Terminal or due to public health or safety issues relating to the operation of the Terminal). For purposes hereof, relocation is defined as

Landlord's decision to terminate possession of an existing Premises and, to the extent reasonably possible, provide a reasonably comparable space for the substitute Premises in terms of size, location, relation to airline gates and exposure to the Terminal's users' pedestrian traffic flow patterns (particularly enplaned passengers) within the Terminal. Reduction of the Premises includes, but is not limited to, the movement of walls of the Premises or any other action which reduces the Floor Area of the Premises and expansion of the Premises includes, but is not limited to, the movement of walls of the Premises or any other action which increases the Floor Area of the Premises. Landlord hereby reserves the right at any time following the Commencement Date to take such action in the Terminal as described above as the Terminal may be altered from time to time. In the event Landlord elects to exercise any such rights as Landlord deems necessary or desirable, it shall use diligent efforts to advise Tenant by 60 days prior written notice and Tenant hereby agrees to be bound by such election and to execute; upon receipt from Landlord, whatever amendments or other instruments as may be necessary to correctly reflect the foregoing. If the Premises are relocated, reduced to a size reflecting a 20% or greater decrease in the Floor Area or expanded to a size reflecting a 20% or greater increase in the Floor Area, the parties agree to negotiate in good faith on a commercially reasonable basis with respect to an equitable adjustment to Guaranteed Rent and corresponding adjustment to the Monthly Breakpoint for Percentage Rent, if applicable under the circumstances. Any such relocation, reduction or expansion of the Premises shall be accomplished, with Tenant's complete cooperation, as expeditiously as is reasonable under the circumstances but in no event later than the date specified by Landlord to ensure the proper and efficient operation of the Terminal. From and after the Commencement Date, in the event any such relocation or reduction occurs after the Premises have been constructed and opened for business to the public, Landlord agrees to reimburse Tenant for the reasonable and proper costs of renovating the relocated and/or reduced Premises (in accordance with Final Drawings and total renovation costs approved by Landlord and the Authority) so that the same are reasonably comparable to the original Premises. Landlord also agrees to reimburse Tenant for the reasonable and proper costs of moving Tenant's Operating Equipment and exterior storefront signage. Tenant shall be responsible for any and all other costs involved. Neither Landlord nor the Authority shall have any liability for such relocation, change in size or the closing of the Premises other than as specifically set forth in this Section 6.04(a) and Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation benefits under Federal and any state law. If Tenant is unable to operate its business in the Premises or any portion thereof as a result of the exercise of any of Landlord's rights, Tenant's payment of Guaranteed Rent shall be abated during the period which Tenant is unable to operate. If Tenant, during any relocation, wants to operate from temporary mobile carts, if available, Landlord and the Authority must approve in advance and in writing all aspects (including size, location, design, duration of occupancy and food & beverage products displayed for sale) of any temporary mobile carts desired to be operated by Tenant. Notwithstanding the foregoing, if Landlord desires to relocate Tenant to a substitute Premises as provided in this Section 6.04(a) above, Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, and such termination shall be effective at the expiration of the 60 day period referenced above or such later date as may be reasonably determined by Landlord, provided, however, Landlord can negate Tenant's election to terminate within 10 days after receipt of Tenant's termination notice by revoking Landlord's election to reduce and/or relocate Tenant's Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms.

(b) In the event Landlord in its sole judgment believes it desirable for Landlord to obtain possession of the Premises, Landlord, upon 90 days prior notice in writing to Tenant, may terminate this Sublease. In the event of such termination, within 30 days following the date that Tenant shall have vacated the Premises, paid all Rentals and performed all other accrued obligations hereunder through to the effective date of such termination, Landlord shall pay to Tenant a sum equal to net book value of "Cost of Fixed Improvements". In addition to Landlord's termination rights set forth in the immediately preceding sentence, if Landlord exercises its rights under the applicable provisions of the Terminal C Lease to terminate the Terminal C Lease (or to terminate the month-to-month tenancy if previously converted pursuant to Section 88 of the

Terminal C Lease) or if Landlord's leasehold interest is terminated by the Authority in accordance with the Authority's rights under the Terminal C Lease, then, in either such event, at the option of the Authority and Landlord: (1) this Sublease shall be assigned by Landlord to the Authority or its designee and this Sublease shall remain in full force and effect in accordance with the terms contained herein and Tenant shall not have any approval or rejection rights with respect to any such assignment; or (2) this Sublease shall be terminated, with the effective date of such termination as reasonably determined by Landlord and thereafter neither party shall have any further obligations or liabilities to the other party except for: (1) 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; and (2) Landlord shall pay to Tenant, within 30 days following the date that Tenant shall have vacated the Premises, paid all Rentals and performed all other accrued obligations under this Sublease through the effective date of such termination, a sum equal to the net book value of "Cost of Fixed Improvements". Within 90 days after Tenant's completion of construction of the Premises, Tenant shall furnish to Landlord such information as Landlord may reasonably require in connection with the determination of such costs. At a minimum, such cost information shall include copies of all contracts, copies of all invoices for the work which clearly identified the work completed and copies of all canceled checks for payment, all of which shall be evidenced by a certificate from Tenant. In order to obtain any funds from Landlord, at a minimum, Tenant must furnish to Landlord on a timely basis, and provide copies to the Authority, all such relevant information concerning the net book value of the "Cost of Fixed Improvements". The following will be considered the net book value of the "Cost of Fixed Improvements":

(1) The unamortized balance of reasonable amounts paid by the Tenant for the construction and installation of Fixed Improvements upon the Premises.

(2) The unamortized balance of reasonable amounts paid by the Tenant to extend utility lines into the Premises.

(3) The unamortized balance of reasonable sums paid to external architects, engineers, surveyors, and construction managers in connection with the design, development and construction of Fixed Improvements upon the Premises.

Such payment shall be in lieu of any claims, causes of actions, suits, or damages that Tenant may have as a result of its use and occupancy of the Premises, including, without limitation, any and all rights and/or awards under any applicable Federal or state law. Landlord reserves the right to audit documentation of all Cost of Fixed Improvements for the same period that the Authority is permitted to audit such documentation as specified in Tenant's Agreement with the Authority. Tenant must cooperate in such an audit and provide other supporting cost documentation (including books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all construction costs claimed to have been incurred in performing Tenant's Work) upon request within 15 days after notice from Landlord. If Landlord disagrees with the Tenant's determination of: (i) Cost of Fixed Improvements, or (ii) the reasonableness of the cost of the item, or (iii) if supporting cost documentation is not sufficient, Landlord shall notify the Tenant in writing. Tenant shall have 15 days following receipt of Landlord's notice in which to respond or provide any additional information. After consideration of any response or additional information provided, Landlord will make a reasonable final determination as to whether or not the construction costs will qualify as Cost of Fixed Improvements and will be paid. For purposes of this Sublease, the Tenant's Cost of Fixed Improvements shall be amortized by Tenant, depreciated monthly, using the straight-line method, over a period not to exceed the balance of the Term of this Sublease or the useful life of each Fixed Improvement, whichever period is shorter and the foregoing shall take into consideration the effect of accelerated amortization, if any, granted to or taken by Tenant on its books or otherwise under the provisions of Section 168(a) of Title 26 USCA or similar legislation hereafter enacted. In addition to the foregoing, Tenant understands and agrees that the Authority shall have the right to revoke Tenant's Agreement with the

Authority, without cause, at any time on 30 days written notice, which notice must be concurred in and jointly subscribed by the Authority and Landlord and upon any such revocation, this Sublease shall be automatically terminated. Upon the early termination of this Sublease by Landlord (or revocation of the Agreement) as provided in this Section 6.04(b), other than by reason of Tenant's default, Tenant shall be entitled to be reimbursed by Landlord for any unamortized investment in Fixed Improvements to the nearest full month as established by its amortization period for Cost of Fixed Improvements. Tenant acknowledges the right of the Authority to the same examination, audit and reproduction rights granted to Landlord in this Section 6.04 or confirmed elsewhere herein.

(c) If Tenant elects to terminate this Sublease as provided in Section 6.04(a) 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 the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from the Authority for the net book value of the Cost of Fixed Improvements or any other sums if Tenant so elects to terminate this Sublease. Further, if Tenant so elects to terminate this Sublease as provided in Section 6.04(a) due to the proposed relocation of the Premises, within sixty (60) days following the effective date of such termination, Landlord shall pay to Tenant a sum equal to the net book value of the "Cost of Fixed Improvements" in accordance with the terms and conditions set forth in Section 6.04(b) above. In addition, in the event Tenant's Agreement is terminated jointly by the Authority and Landlord pursuant to the terms of Tenant's Agreement and such termination is not due to the default of Tenant, within sixty (60) days following the effective date of such termination, Landlord shall pay to Tenant a sum equal to the net book value of the "Cost of Fixed Improvements" in accordance with the terms and conditions set forth in Section 6.04(b) above.

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 of selling only those items of food & beverage products and/or providing services 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 reasonably determines that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal and/or Airport, Tenant shall, within 2 days after delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory and Tenant shall not thereafter display, offer for sale or sell any such objectionable or inappropriate item. Tenant represents and warrants that it holds all certificates, permits, licenses or other entitlements required by federal, state or local, laws, rules or regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, permits, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term hereof. Tenant shall submit any 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 certificates, permits, licenses or other entitlements.

Section 7.02 **OPERATION OF BUSINESS.** (a) Tenant agrees to be open for business and to continuously and uninterruptedly operate in all of the Premises during the entire Term following the Rental Commencement Date, to actively and diligently conduct its business at all times in a first class and reputable manner, making every reasonable and lawful effort to develop, maintain and increase Tenant's business, using best efforts to achieve maximum sales volumes, customer satisfaction and maintaining at all times a complete stock of high quality food & beverage products. Tenant shall maintain a sufficient number of personnel to service customers. All such personnel shall be knowledgeable, helpful to Terminal users, 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 (or security badges, if required) at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its 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 also agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of food & beverage products, including all refunds as appropriately requested from time to time by any customer. Tenant agrees to accept at least 2 nationally recognized credit cards for payment of purchases made at the Premises. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For purposes hereof, "abandonment" shall mean closing the Premises to trade for 5 or more consecutive days, unless other provisions hereof permit such closing. Tenant shall install and maintain at all times a display of product offerings in the display windows, if any, as required herein and shall keep the display windows well lighted. Tenant shall be obligated to be open for business and to operate continuously during all hours established as Terminal food & beverage concession business hours. Tenant understands and agrees that its operation hereunder is a service to airline customers and the users of the Terminal and the Airport. 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 food & beverage 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. If Tenant fails to comply with any of the provisions of this Section 7.02(a), then Tenant shall pay, within 5 days after notice thereof and failure to cure the same, Additional Rent in the amount of $100.00 per day until such time as Tenant is in compliance with this Section 7.02(a). This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Section 7.02, this Sublease or by law, to mandatory injunctive relief if awarded by a court of competent jurisdiction. Without limiting the generality of the foregoing, Landlord shall be the sole judge of which hours and days shall be Terminal food & beverage concession business hours and days.

(b) Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, applicable business licenses and requirements of Landlord and the Authority and all governmental authorities having jurisdiction affecting or applicable to 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, shall necessitate changes or improvements (other than structural changes or structural improvements) and/or interfere with the use and enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, the Authority and all other governmental authorities having 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 law, ordinance, order, rule, regulation 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 and the Authority and all 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 or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, the Authority 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. 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. From time to time and as often as required by the Authority and Landlord, Tenant shall conduct pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises. Tenant shall keep in proper functioning order all firefighting equipment on the Premises and Tenant shall at all times maintain on the Premises adequate stocks of fresh, usable chemicals for use in such system and apparatus. Tenant shall notify the Authority and Landlord prior to conducting such tests. If requested, Tenant shall furnish the Authority and Landlord with copies of written reports of such tests. 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 operated or vending machines or pay telephones in the Premises, including, but not limited to, rental of cellular phones, facsimile machines and other public communication devices, sales of entertainment event tickets and lottery tickets and reservations for ground transportation, hotels or other lodging. Tenant shall not sell or display any items except within the areas outlined in the Tenant Design Criteria and Handbook unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing, 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 and sale or merchandise, products or services in any areas outside of 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 for such disposal of all trash and debris from the Premises. Tenant shall not use or permit the use of any portion of the Premises for any unlawful purposes or, except as specifically permitted in Section 7.01. 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. Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such intervals as Landlord may require. If Tenant shall fail to comply with any of the provisions of this Section 7.02(b), then Tenant shall pay, within 10 days of demand therefor by Landlord, Additional Rent in the amount of $100.00 per day until such time as Tenant is in compliance. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord.

(c) Tenant acknowledges that although it is subleasing the Premises directly from Landlord, the Authority controls the overall operations at the Airport and has the right, pursuant to the Terminal C Lease, the Agreement and state and Federal laws and regulations, including the Authority's rules and regulations, to regulate and control certain aspects of Tenant's operations at the Premises including but not limited to the matters listed below in this Section 7.02(c):

(i) The Authority has the right to control the hours of operation of all food & beverage concessions at the Terminal including the hours of operation of Tenant. The hours of operation of food & beverage concessions such as Tenant's operation are at a minimum from 5:30 AM to 10:00 PM, local time, 7 days a week, 365 days a year or other hours necessary to service the earliest daily incoming and outgoing flights and the latest daily incoming and outgoing flights except as may otherwise be approved in writing by

Landlord. These hours of operation are subject to permanent modification at the sole discretion of Landlord upon 15 days advance notice to Tenant (if Landlord determines that passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the reasonable opinion of Landlord, services shall be available at times not then scheduled). For tenants whose Permitted Use authorizes the primary sale of news and sundries items, the hours of operation for news and/or news and sundries concessions shall be a minimum of 16 hours each day, 7 days a week, 365 days a year with the opening for business each day at least 30 minutes before the departure time of the earliest scheduled commercial flight and with the closing for business each day not less than 30 minutes after the departure time of the latest scheduled commercial flight. 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 hours of operation as set by Landlord. Tenant shall assure that a local representative of Tenant is available, by telephone, on a 24 hour per day, 7 day per week, basis in case of emergencies and Tenant shall notify Landlord of the name and telephone number of such representative and shall update such information promptly as necessary.

(ii) The Authority and Landlord require (and Tenant acknowledges that the Authority has the legal right to so require) that Tenant provide to customers high quality food & beverage products and competitively price all food & beverage products sold from the Premises such that the prices are the same as or are comparable to average "street" prices for comparable food & beverage products and brands sold by Tenant in the Port of New York District so that customers do not expect to pay more for food & beverage products and services in the Terminal than they would for average prices in locations outside the Terminal. Tenant agrees to adjust its prices to ensure that they meet the "street" pricing criteria in accordance with the Authority's pricing policy and enforcement guidelines 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 food & beverage 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 H. Further, for the benefit of the users of the Terminal, Landlord has the right 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, and under no circumstances shall Tenant or any other subtenants of Landlord within the Terminal receive any type of "exclusives" or protection related thereto.

(iii) 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: (a) hours of operation, (b) employee parking and security requirements, (c) customer inquiries and complaints, (d) facility maintenance issues, (e) utility services, and (f) staffing level (number of personnel) issues.

(iv) To ensure that Tenant is in compliance with the quality of food & beverage products, pricing and service standards set forth in this Section 7.02(c), and the Authority's objectives are met, Landlord, the Authority or an agent of either thereof may perform service audits, such as "surprise shopper programs," of the conduct of Tenant's operation in the Premises at any time. The results of such service audits performed on behalf of either Landlord or the Authority may be employed by Landlord to enforce Tenant's obligations hereunder.

Section 7.03 **HAZARDOUS MATERIALS.** (a) Tenant shall not generate, store, handle or dispose of any oil or any hazardous waste or hazardous substances, and shall not permit the generation, storage, handling or disposition of any oil, hazardous waste or hazardous substances, in, on, about or from the Premises by Tenant in any manner contrary to Federal, state, or local environmental laws and regulations (collectively, "Environmental Laws"), including, without limitation, 42 U.S.C. § 9601 et. seq., 49 U.S.C. § 1801 et. seq., 42 U.S.C. § 6901 et. seq., 15 U.S.C. § 2601 et. seq., 42 U.S.C. § 7401 et. seq. and

33 U.S.C. § 1251 et. seq. all of which are Federal Environmental Laws as well as state Environmental Laws, all as presently in effect and as the same may be hereafter amended, any regulation pursuant thereto, or any other present or future Environmental Laws or laws, rules, ordinances, regulations, orders or directives addressing environmental, safety or health issues of or by any governmental authority, including the Authority, having proper jurisdiction. Tenant agrees to immediately notify Landlord, the Authority and the Airport Fire Department in the event Tenant becomes aware of any such generation, release, threatened release, storage, handling or disposal of oil, hazardous waste or hazardous substances. Tenant shall promptly respond to and clean up any release or threatened release of oil, hazardous waste or hazardous substances which are the result of Tenant's actions into the drainage systems, soils, groundwater, water, atmosphere or any other part of the Airport in a safe manner in accordance with applicable Environmental Laws and disposed of properly in compliance with applicable Environmental Laws at Tenant's sole cost and expense. For purposes of this Section 7.03, the terms oil, hazardous waste and hazardous substances shall have the meanings subscribed to them in any such Federal or state Environmental Laws and the term Tenant shall include, without limitation, Tenant and its employees, contractors, subcontractors, licensees, concessionaires, subtenants, assigns or agents. Notwithstanding the foregoing, Tenant shall be permitted to use minimum and safe amounts of cleaning fluids in the ordinary course of its business and to sell products that may contain minimum and safe amounts of hazardous materials in the ordinary course of its business provided Tenant complies in all respect with all Environmental Laws governing the use or sale thereof.

(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 if a governmental authority has commenced steps to cause any of the foregoing to be sold pursuant to such lien, either: (i) immediately pay the claim and remove the lien; or (ii) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and the Authority 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 default hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws.

(d) Except with respect to Landlord's or the Authority's direct violation of Environmental Laws, Tenant (as a corporate, partnership or joint venture entity and not personal to Tenant's employees unless Tenant is an individual or operating the business in the Premises as a sole proprietorship) hereby agrees to indemnify, defend and hold harmless Landlord, the Authority, their respective affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any of them from and against any and all loss, 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 (i) any default by Tenant of this Section 7.03, (ii) any violation or failure to comply by Tenant with any of the Environmental Laws, (iii) 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 the Premises, and (iv) 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, occupancy and the conduct of its business in the Premises. 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 (as a corporate, partnership or joint venture entity and not personal to Tenant's employees unless Tenant is an individual or operating the business in the Premises as a sole proprietorship). The obligations set forth in this Section

7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII
PUBLIC AREAS

Section 8.01 **OPERATION AND MAINTENANCE OF PUBLIC AREAS.** Landlord shall cause to be operated and maintained during the Term all public areas to the extent required in the Terminal C Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, shall be at Landlord's sole discretion. The use of such public areas and facilities shall be subject to reasonable rules and regulations as the Authority or Landlord may make from time to time.

Section 8.02 **USE OF PUBLIC AREAS.** The term "public areas" as used herein shall mean, to the extent provided by Landlord, 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. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others 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. Such appurtenant rights shall be subject to such reasonable rules, regulations, fees and security directives from time to time established by the Authority or Landlord by suitable notice. Landlord 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, to permit entertainment events, advertising displays, educational displays and other displays in the public areas that in Landlord's judgment tend to attract the public, and to allow Landlord to 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 10 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 or subcontractors shall comply with the Authority's 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 and the Authority 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 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 may do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 **LOADING DOCK, DELIVERIES AND TENANT'S SHARE OF THE MAINTENANCE SUPPORT REIMBURSEMENT CHARGE.** Tenant agrees to pay directly to Landlord, as Additional Rent for the benefit of Landlord or its designees, a "Maintenance Support Reimbursement Charge" as further described in this Section 8.03.

(a) All outside deliveries of supplies, materials, inventory or products required to support the operations of Tenant under this Sublease shall be made to the loading dock area controlled by Landlord or its designee. No deliveries of any items shall be made by any persons or entities 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 or its designee 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 of such items from the loading dock area to the Premises. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord as they relate to the transporting of supplies, materials, inventory or products in the Terminal and at the Airport and shall be in compliance with all applicable federal, state and local laws, regulations and ordinances as well as all Airport rules and regulations promulgated from time to time by Landlord or the Authority.

(b) The loading dock area controlled by Landlord is located within the airfield of the Airport and is subject to all post-security regulations with respect to access to secured areas in airports in the United States. Therefore, all outside delivery vehicles will have to be escorted to the loading dock by the badged escort delivery service personnel and vehicles. Landlord, in its discretion, shall have the right to establish rules and regulations with respect to such outside deliveries including, but not limited to: (i) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock area; (ii) methods of delivering supplies, materials, inventory or products from the loading dock to the Premises such as pallet or plastic wrap requirements; and (iii) delivery escort guidelines, 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 area. Landlord may deny access or require any vehicle to be removed for failure to follow any such rules, regulations and guidelines that may be established by Landlord from time to time.

(c) Tenant shall pay to Landlord, as Additional Rent in the manner and at the place hereinafter provided, Tenant's proportionate share of the Maintenance Support Reimbursement Charge as follows: (collectively, "Operating Costs and Expenses"): all actual costs and expenses of every kind or nature paid or incurred by Landlord with respect to the loading dock area which services all of the concession facilities, including the Premises, within the Terminal. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost and expense of: (1) all trash removal services in the loading dock area; (2) all labor costs, both supervisors (including both on-site and independent third party off-site supervisory personnel, if any) and personnel, for persons employed to clean the loading dock area and the area surrounding the trash dumpsters as well as the cost of uniforms and identification badges for all of such personnel; (3) all labor costs, both supervisors (including both on-site and independent third-party off-site supervisory personnel, if any) and personnel, for persons employed to operate the loading dock area and to maintain, repair and/or replace loading dock area equipment as well as the cost of uniforms and identification badges for all such personnel; (4) all labor costs, both supervisors (including both on-site and independent third party off-site supervisory personnel, if any) and personnel, for persons employed to operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment as well as the cost of uniforms and identification badges for all such personnel; (5) the cost to purchase, operate, maintain, repair and/or replace all equipment and other items necessary for the operation of the loading dock area and escort delivery service to include, but, not be limited to, all trash dumpsters and other trash removal equipment and supplies, all loading dock area equipment such as lifts, doors, dollies, etc., common use doors, loading dock area office equipment, escort delivery service equipment and vehicles; and (6) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly operate and maintain the loading dock area and escort delivery service in an efficient and acceptable manner. With respect to the cost of any procurement of equipment and other items necessary for the operation of the loading dock area and escort delivery service, Landlord shall use commercially reasonable efforts to control such costs. Except as specifically set forth in this Section 8.03(c), Landlord understands and agrees with Tenant that the Maintenance Support Reimbursement Charge shall not include a fee for Landlord's internal administrative expenses.

(d) The proportionate share so to be paid by Tenant shall be that portion of Operating Costs and

Expenses which the number of square feet of Floor Area in the Premises bears to the total number of square feet of Floor Area of gross leased and occupied Floor Area of all concession facilities in the Terminal subleased by Landlord; provided, however, any vacant Floor Area excluded shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all such concession facilities in the Terminal subleased by Landlord but such restriction on the exclusion of vacant space, if any, shall not be applicable until Landlord has completed the phase-in schedule with respect to the implementation of the new concession program in the Terminal. The gross leased and occupied Floor Area in effect for the whole of any Lease Year shall be the average of the gross leased and occupied Floor Area on the 1st day of each calendar month in such Lease Year.

(e) Tenant's proportionate share of Operating Costs and Expenses for the Maintenance Support Reimbursement Charge 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. 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 general method of computing such proportionate share and, upon Tenant's written request but not more often than 1 time per Lease Year, reasonably detailed back-up documentation for any item included within such Operating Costs and Expenses. 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 Maintenance Support Reimbursement Charge and 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 8.03 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 8.03 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 8.03 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 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 Maintenance Support Reimbursement Charge. Notwithstanding anything herein to the contrary, there will be no duplication in charges to Tenant in this Section 8.03 under any other provisions of this Sublease; and, provided, further, although the Operating Costs and Expenses shall be adjusted each Lease Year as determined in Landlord's reasonable discretion, Tenant's proportionate share thereof shall not exceed 115% of the Operating Costs and Expenses for the immediately preceding Lease Year then ended.

Section 8.04 **TENANT'S SHARE OF FOOD COURT PUBLIC AREA EXPENSES.** Landlord has developed food courts and related food court public seating areas in the Terminal. For purposes of this Sublease "food court(s) " mean a non-exclusive, common public seating area for customers of food & beverage concession facilities and for the traveling public. All sanitation and trash removal services for such food courts and related food court public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning of such public seating areas within the food courts 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), food court tables and chairs, related food court furniture and fixtures, if any, and routine maintenance. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord. If the Premises are located within or reasonably adjacent to the food

court areas within the Terminal as specified in the Data Sheet, Tenant agrees to pay as Additional Rent for the benefit of Landlord, the Food Court Public Area Charge as further described in this Section 8.04 and the following shall apply.

(a) Tenant shall have the non-exclusive use, in common with other food & beverage concession facilities, to the food courts, subject to the exclusive control and management thereof at all times by Landlord, as a common seating and food consumption area for its customers; provided that Landlord, at its sole cost, reserves the right to make any changes which it deems appropriate to the food courts, including relocating and/or eliminating all or any part of the food courts in Landlord's reasonable discretion, to assure public safety and convenience or to assure efficient operation of the Terminal, provided any changes shall provide Tenant with reasonable common seating areas for its customers non-exclusive use.

(b) Tenant shall pay to Landlord or its designees, as Additional Rent in the manner and at the place hereinafter provided, Tenant's proportionate share of the "Food Court Public Area Charge" as follows: (collectively, "Operating Costs and Expenses"): all actual costs and expenses of every kind or nature paid or incurred by Landlord with respect to the food court public seating areas in the Terminal. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of: (a) all labor costs, both supervisors (including both on-site and independent third party off-site supervisory personnel, if any) and personnel, for persons employed to clean the food court area including the cost of identification badges and uniforms; (b) the cost of all supplies and equipment utilized to clean the food court area; (c) the cost of all trash removal receptacles and equipment for the food court area; (d) the cost to purchase, maintain, repair and/or replace all food court area tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (e) the cost to purchase, clean, maintain, repair and/or replace the food trays used by customers and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; and (f) any and all other direct costs which Landlord deems reasonably necessary or desirable in order to operate and maintain a first-class food court facility. With respect to the cost of any procurement of equipment and other items necessary for the operation of the food court area, Landlord shall use commercially reasonable efforts to control such costs. Except as specifically set forth in this Section 8.04(b), Landlord understands and agrees with Tenant that the Food Court Public Area Charge shall not include a fee for Landlord's internal administrative expenses.

(c) The proportionate share so to be paid by Tenant shall be that portion of Operating Costs and Expenses which the number of square feet of Floor Area in the Premises bears to the total number of square feet of Floor Area of gross leased and occupied Floor Area of all applicable food & beverage concession facilities in the food court area subleased by Landlord; provided, however, any vacant Floor Area excluded shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all such applicable food & beverage concession facilities in the food court subleased by Landlord but such restriction on the exclusion of vacant space, if any, shall not be applicable until Landlord has completed its phase-in schedule with respect to the implementation of the new food & beverage concession program in the Terminal. The gross leased and occupied Floor Area in effect for the whole of any Lease Year shall be the average of the gross leased and occupied Floor Area on the 1st day of each calendar month in such Lease Year.

(d) Tenant's proportionate share of Operating Costs and Expenses for the Food Court Public Area Charge 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. 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 general method of computing such proportionate share and, upon Tenant's written request but not more often than 1 time per Lease Year, reasonably detailed back-up documentation for any item included within such Operating Costs and Expenses. 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 Food

Court Public Area Charge and 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 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 Food Court Public Area Charge. Notwithstanding anything herein to the contrary, there will be no duplication in charges to Tenant in this Section 8.04 under any other provisions of this Sublease; and, provided, further, although the Operating Costs and Expenses shall be adjusted each Lease Year as determined in Landlord's reasonable discretion, Tenant's proportionate share thereof shall not exceed 115% of the Operating Costs and Expenses for the immediately preceding Lease Year then ended.

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 Tenant Design Criteria and Handbook and the approved Final Drawings. Tenant shall affix a sign to the exterior surface of the storefront of the Premises located inside the Terminal, subject to the advance approval of Landlord and the Authority. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such sign. Tenant shall keep said sign well lighted during such hours as Landlord shall designate and shall maintain said sign in good condition and repair during the entire Term hereof. Said sign shall conform to the criteria for signs contained in the approved Final Drawings and the Tenant Design Criteria and Handbook, and the size, content, design and location thereof shall be subject to the prior written approval of Landlord and the Authority. 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 or the Authority for the Terminal or the Airport shall be used without the prior written consent of Landlord and/or the Authority. All signs located in the interior of the Premises shall be in good taste so as not to detract from the general appearance of the Premises and Terminal. If Tenant shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as Additional Rent the sum of $100.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom. Tenant, upon obtaining Landlord's prior consent which shall not be unreasonably withheld by Landlord, 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 the Authority's requirements.

Section 9.02 **TENANT'S DISPLAY WINDOWS.** Tenant acknowledges and agrees that the condition and appearance of its interior advertising stanchions and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important and significant to both Landlord and the Authority. If Tenant installs such interior advertising display stanchions or window display or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which either Landlord 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 2 days after notice. If Tenant fails or refuses to remove such stanchion, window display or sign, Tenant hereby grants Landlord the right to remove the stanchion, display or sign at the Tenant's expense. Tenant agrees that its interior advertising display stanchions and display windows will be designed and printed in a professional manner and will contain only first class food & beverage products. Under no circumstances shall any temporary signs or displays be used by Tenant including any employment opportunity signs. Temporary holiday decorations shall also be designed and printed in a professional manner.

ARTICLE X
MAINTENANCE AND REPAIRS

Section 10.01 **LANDLORD'S OBLIGATIONS FOR MAINTENANCE.** Landlord shall keep and maintain the Terminal property, which is not part of the Premises, and the roof (excluding any skylights, Tenant installed rooftop HVAC units and/or roof penetrations made by Tenant, any of which shall only be permitted with Landlord's prior written consent and subject to the TAA process), structural elements and structural foundation and the exterior surface of the exterior walls of the building in which the Premises is located (exclusive of storefronts, doors, door frames, door checks, other entrances, windows or window frames which are part of the Premises or which are not part of the public areas of Terminal), the public areas of the Terminal adjacent to the Premises in good repair, except that Landlord shall not be required to undertake any maintenance or repair required or occasioned by any act, negligent act or omission to act of Tenant, its agent, employees, licensees, contractors or subcontractors or caused by any alteration, addition, construction or improvement by Tenant, its agents, employees, licensees, contractors or subcontractors. Such maintenance of the Terminal required by Landlord herein shall be maintained in a condition which Landlord determines for the proper operation thereof, determined in Landlord's sole discretion, but only to the extent required of Landlord under the Terminal C Lease. Landlord shall not be called upon or required to make any other improvements or repairs of any kind upon the Premises and appurtenances, except as specifically required under this Sublease. In no event shall Landlord be liable for any damages, whether consequential damages or otherwise or lost profits claimed to be caused by any failure of maintenance or repair by Landlord and nothing contained in this Section 10.01 shall limit Landlord's right to reimbursement from Tenant for maintenance costs, repair costs and replacement costs confirmed elsewhere in this Sublease.

Section 10.02 **TENANT'S OBLIGATIONS FOR MAINTENANCE.** (a) Except as provided in Section 10.01, 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 and damage by fire and other casualty 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, Article VI, Exhibit B and the Tenant Design Criteria and Handbook.

(b) Tenant shall keep and maintain the Premises in a first-class, like-new, clean, neat, safe and sanitary condition in accordance with applicable Landlord and/or Authority regulations and all directions, rules and regulations of the applicable health, fire and building inspector officials or other proper officials of governmental agencies having jurisdiction. Tenant shall comply with all requirements of laws, ordinances and otherwise affecting the Premises at Tenant's sole cost and expense, including complying with the requirements of any insurance underwriters, inspection bureaus or similar agencies designated in writing by either Landlord or the Authority upon suitable notice. Tenant shall promptly undertake and complete diligently any repair, replacement or maintenance to any of the foregoing as may be considered reasonably necessary by Landlord or the Authority with materials and labor reasonably approved by Landlord. At the end of the Term or upon the earlier termination of this Sublease, Tenant shall surrender the Premises broom-clean and in good order, condition and repair, reasonable wear and tear and damage by fire, loss or other casualty not covered or required to be covered by Tenant's insurance or not otherwise attributable to Tenant's fault or negligence excepted.

(c) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord and the Authority (per Tenant's Agreement with the Authority) and includes all of the following duties:

(i) Tenant, at its own expense, shall install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by Landlord, the Authority, the applicable fire marshall official and any agency having jurisdiction thereof or by the insurance underwriter insuring the Terminal.

(ii) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and Contractor performing any such repair and replacement (the foregoing is subject to Landlord's sole discretion).

(iii) 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 good 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 to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced as necessary.

(iv) 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 Landlord's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. Piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(v) 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 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 solely be responsible for the maintenance, repair and replacement thereof from the Premises up to the Landlord - maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility 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. The Authority reserves the right to maintain, repair or replace any such utility systems and lines to the extent of its rights under the Terminal C Lease.

(vi) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines that it is responsible for maintaining 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 in accordance with the Authority's regulations and as promptly as possible after discovery and provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(vii) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the Authority's TAA process, as the same may be amended from time to time by the Authority in its sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Tenant Design Criteria and Handbook and shall be subject to the Landlord's prior written approval (except in the case of emergencies when only prior notice to Landlord shall be required), 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 Tenant Design Criteria and Handbook, the Authority's TAA process or the general character and design of the Terminal.

(viii) Landlord, the Authority, or both, reserve the right to interrupt temporarily, the heating, air conditioning, plumbing, fire sprinkler and electrical services when necessary to make repairs, alterations, replacements or improvements thereto. Neither the Authority nor Landlord shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, all other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond Landlord's or the Authority's 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 or the Authority.

Section 10.03 **RIGHTS OF THE AUTHORITY AND LANDLORD.** If at any time Tenant shall fail to comply with any of its obligations under Section 10.02 hereof, Landlord reserves the right to perform and complete such maintenance, repairs, replacements or alterations after notice to Tenant of its default thereunder and Tenant's failure to timely cure the same, and charge back to Tenant the full cost thereof, plus appropriate administrative fees, for such work performed on behalf of Tenant. Landlord or the Authority, 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. Further, Landlord reserves the right to interrupt, temporarily, all utility services provided by Landlord when necessary to make repairs, alterations, replacements or improvements in such systems.

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 keep in force: (i) Commercial General Liability Insurance with respect to the Premises and the operations of Tenant in, on or about the Premises, in which the combined limits shall be not less than $5,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage, and business automobile liability insurance covering all owned, non-owned and hired or borrowed vehicles of Tenant used in connection with the operation of its business from the Premises, 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 shall be not less than $25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (ii) plate glass insurance (Tenant may self-insure), at full replacement value; (iii) insurance against fire, extended coverage, vandalism, malicious mischief, water damage which does not exclude backup from sewers or drains and/or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage endorsement from time to time in general use in the county in which the Terminal is located, insuring Tenant's products, Fixed Improvements, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises, in an amount equal to the full replacement cost thereof; (iv) workers' compensation coverage as required by the State of New Jersey and including Employer's Liability Insurance in the amount of $1,000,000.00 each accident, $1,000,000.00 each employee, by disease, $1,000,000.00 policy aggregate by disease; (v) with respect to alterations, improvements and the like required or permitted to be made by Tenant hereunder, builders' risk insurance in an amount reasonably satisfactory to Landlord, which coverage may be provided and accepted from Tenant's contractors rather than Tenant; (vi) the insurance required under Exhibit B or the TAA process; (vii) such other insurance as may be reasonably required by Landlord or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other food & beverage concession operators in the Terminal; and (viii) if the Permitted Use contemplates the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than Five Million Dollars ($5,000,000.00) per occurrence (Landlord and the Authority reserve the right upon thirty (30) days notice to Tenant to require that Tenant increase the coverage limits on the liquor law liability insurance), broad form/extended coverage, which shall insure against all claims, demands or actions for injury to, or death or, one or more persons in one or more accidents, and for property damage, as well as for damages due to time loss or means of support; so that at all times Landlord and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and other alcoholic beverages in the Premises; provided, however, that Landlord, the Authority and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. Tenant agrees to indemnify and hold harmless Landlord, the Authority, their respective affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions. In addition, if Landlord in its reasonable, non-discriminatory opinion deems it necessary to increase the amounts or limits of insurance required to be carried by Tenant hereunder, Landlord may reasonably increase said amounts or limits (limited to a five percent increase in amounts or limits in any Lease Year), and Tenant shall so increase the amounts or limits of the insurance required to be carried by Tenant hereunder and shall provide Landlord with certificates indicating the increased amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Section 11.01 shall be written by insurance companies of adequate financial capacity (having a Best's rating and Financial Size Category of not less than A-/VII) and qualified to do business in the State of New Jersey. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. An insurance certificate (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 entities as required by Section 11.01(b) below) shall be delivered to Landlord's General Manager, at the address set forth on the Data Sheet 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. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (i) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord or the Authority and that any coverage carried by Landlord or the Authority be excess insurance; (ii) a provision including Landlord, the Authority and the parties set forth on Exhibit F and any other parties designated in writing by Landlord from time to time as additional insured entities; (iii) with respect to the insurance carried by Tenant under Section 11.01(a) (iii) and (iv) above, a waiver by the insurer of any right to subrogation against Landlord and the Authority and other additional insured entities, their respective agents, commissioners, directors, employees, 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, the Authority, their respective agents, commissioners, directors, employees, officers or representatives; (iv) a severability of interest clause or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such policy without giving Landlord and the Authority 30 days' prior written notice; (vi) such policy shall be an occurrence form policy; and (vii) a provision that the insurer shall not, without obtaining the express advance 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 or employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority.

(c) In the event that Tenant fails to procure or 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 or 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 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, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord or the Authority from procuring such policies in companies acceptable to Landlord or the Authority.

Section 11.02 **LANDLORD'S INSURANCE.** Landlord has the obligation to carry the insurance set forth in the Terminal C Lease, but only to protect the interests of Landlord and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant nor name Tenant as an additional insured under any of its insurance covering the Terminal. The Authority shall, at its sole option, carry insurance on the Terminal and the Airport as it sees fit or operate under a self-insurance program. Tenant shall inform Landlord, the Authority and the Airport police, in writing, within 24 hours after Tenant becomes aware of any damage or alleged theft of the property of Landlord or the Authority.

Section 11.03 **COVENANT TO HOLD HARMLESS.** Tenant at its sole cost and expense shall defend and indemnify Landlord, the Authority, their respective affiliates, parent corporations, subsidiaries, commissioners, directors, officers, partners, shareholders, representatives, management companies, agents and employees, and save them harmless (except to the extent of loss or damage resulting from the intentional or willful acts or omissions or the negligence of Landlord not required to be insured against by Tenant pursuant to this Article XI) from and against any and all claims, actions, demands, judgments, awards, fines, mechanics' liens or other liens, losses, damages, liability and expense, including reasonable 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, Tenant's conduct of its business in the Terminal or the occupancy or use by Tenant of the Premises; or arising from or out of

Tenant's failure to comply with any provision hereof or occasioned wholly or in part by any act or omission of Tenant, its concessionaires, agents, contractors, subcontractors, suppliers, employees, servants, or licensees and including any product liability claim or any labor dispute involving Tenant or its contractors, subcontractors and agents, or any act, omission or negligence of Tenant, its concessionaires, agents, contractors, subcontractors, suppliers, employees, servants, invitees or licensees, or any accident, injury, or damage whatsoever caused to any person or to the property of any person, whether such accident, injury or damage occurs within the Premises, the public area(s), the Terminal, the Airport, or otherwise which relates, directly or indirectly, to the sale of beer, wine or other alcoholic beverages at the Premises, all for which is regardless of where the injury, death or damage may occur . In case Landlord, the Authority or any other party so indemnified shall be made a party to any litigation commenced by or against Tenant, then Tenant shall defend, indemnify, protect and save them harmless with counsel reasonably acceptable to Landlord and the Authority 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, or, at Landlord's or the Authority's discretion or request, such parties may conduct the defense thereof on their own behalf and in such event, Tenant shall immediately reimburse either Landlord and/or the Authority, as the case may be, for all such costs and expenses incurred or paid by them as provided above in this Section. Landlord or the Authority shall give Tenant reasonable notice of and the opportunity to defend against any such claims or actions. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other indemnity running in favor of Landlord or the Authority which would exist at common law or under other provisions hereof and/or the Terminal C Lease. In addition, if Landlord or the Authority is deemed to be in noncompliance with laws or regulations governing access to secured areas of the Terminal or to the areas of any airfield which is a part of the Airport and said noncompliance is a result of or due to the negligence or act or omission of Tenant, its agents, concessionaires, contractors, subcontractors, vendors, suppliers, employees, servants or licensees and such noncompliance results in a civil penalty action against Landlord or the Authority, Tenant agrees to reimburse Landlord or the Authority for all expenses, including reasonable attorneys' fees incurred by Landlord or the Authority in defending against the civil penalty action and for any civil penalty or settlement amount paid by Landlord or the Authority. Landlord shall give Tenant reasonable notice of any allegation, investigation or proposed or actual civil penalty action which relates to noncompliance by, the negligence, act or omission of Tenant, its agents, concessionaires, contractors, subcontractors, vendors, suppliers, employees, servants or licensees. The provisions of this Section 11.03 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.

Section 11.04 **INJURY CAUSED BY THIRD PARTIES.** Tenant covenants and agrees that Landlord 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 and appurtenant areas; or from any acts or omissions of entities, persons, subtenants 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, subtenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct negligence or direct misconduct of Landlord, its agents and employees.

ARTICLE XII
UTILITIES

Section 12.01 **UTILITY SERVICES AND CHARGES.** (a) Landlord shall provide access to reasonable and normal amounts (as determined by Landlord) 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 shall have no obligation to provide telephone or data communication services to the Premises. Landlord shall provide a Cooling, Heating and Refrigeration Plant ("CHRP") system (in the capacity Landlord determines in its sole discretion) which provides central services for Landlord's operation of the Terminal. Should Tenant require access to utility services over and above those provided by Landlord, Tenant shall pay directly for the costs of extending those additional utilities to the Premises. Tenant shall be solely responsible for and shall promptly pay for the construction and installation of all utility submeters required for all utilities to be consumed by Tenant within the Premises as well as all fees, deposits and charges, including use and/or connection fees, hook-up fees, standby fees, and/or penalties for discontinued or interrupted service, and the like, for water (domestic cold and high temperature hot, if applicable), gas (if applicable), sewage (if applicable), electricity, heat, air conditioning, fire alarm, burglar alarm, telephone, data transmission, cable television, sewer and sanitation, solid waste disposal and any other service or utility used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by Landlord, irrespective of whether any of the foregoing are initially paid in advance by Landlord, or otherwise. Any such submeters required for the conduct of Tenant's business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord and/or the appropriate public utility service provider.

(b) Tenant shall pay to Landlord on a pro-rata square foot basis, the proportionate share of CHRP charges (which includes chilled water and high temperature hot water services) that provides central services to the entire Terminal at rates which will reflect fully compensatory, non-discriminatory rates reasonably established and allocated to the Premises by Landlord from time to time. Tenant's proportionate share of the CHRP charges shall be determined by multiplying the total CHRP charges incurred by Landlord in the operation of the entire Terminal by a fraction, the numerator of which is the number of square feet of Floor Area in the Premises and the denominator of which is the number of square feet of areas available for occupancy and common public areas within the Terminal (excluding any vertical penetration areas as determined by Landlord from time to time). Such CHRP charges shall be billed by Landlord to Tenant in arrears and shall be paid, as Additional Rent, with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor. In addition to the payment of its proportionate share of CHRP charges, Tenant shall pay to Landlord for all other utilities used and consumed by Tenant for the conduct of its business within the Premises on a pro-rata square foot basis, or on a submetered basis where possible, at the election of Landlord, including, without limitation, charges relating to and determined on the following basis: (i) for domestic cold water consumption, Tenant's proportionate share shall determined by multiplying the number of cubic feet of domestic cold water used in Tenant's business operation by the amount per cubic foot charged to Landlord by the City of Newark and/or the Authority, as applicable; (ii) for electricity and gas (if applicable), Tenant shall, if permitted by the utility service provider, make separate arrangements with Public Service Electric and Gas Company (or other applicable public utility service provider) for supply and separate submetering of electricity and gas and shall pay directly to Public Service Electric and Gas Company (or other applicable public utility service provider) all charges incurred; and (iii) for telephone and data transmission services, Tenant shall make separate arrangements with the applicable public utility service provider and shall pay directly to the applicable public utility service provider all charges incurred. If separate submetering is not possible for any such utility services, Tenant shall have the obligation to install a separate check meter within the Premises, at Tenant's sole cost and expense, with such check meter to be read by an independent third party to measure consumption and reimburse Landlord for the cost of the utilities consumed by Tenant based on standard rates established by Landlord, the Authority and/or applicable public utility service providers, as the case may be, from time to time; or, alternatively, if Tenant shall for any reason fail to install such separate check meter within the Premises as provided above, Landlord shall make a reasonable allocation to calculate the amount owed by Tenant at rates which will reflect fully compensatory, non-discriminatory, standard rates established by Landlord, the Authority and/or applicable public utility service providers, as the case may be, from time to time. . Any such utility charges shall billed by Landlord shall be billed to Tenant in arrears and shall be paid, as Additional Rent, with the

next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor.

(c) In no event shall Landlord or the Authority be liable for damages, loss of business, loss of profits or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, services from a central utility plant or any other utility or other service, or if either the quantity, quality or character thereof supplied to or by Landlord is changed or is no longer available for Tenant's requirements, nor shall any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character constitute or be deemed to constitute actual or constructive eviction of Tenant, or excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rental or all other sums, damages, fees, costs and expenses payable under this Sublease. Any obligation of Landlord to furnish light, power and services from a central utility plant shall be conditioned upon the availability of adequate energy sources. Landlord shall have 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. Notwithstanding anything to the contrary contained in this Section 12.01(c), if any utility to the Premises is supplied by or through either Landlord or the Authority and, due to the sole negligence of either Landlord or the Authority, such utility to the Premises is interrupted which forces Tenant to close its business within the Premises for more than 2 complete and consecutive days, then Guaranteed Rent shall abate for the period commencing on the 3rd day after Tenant is forced to close its business within the Premises and shall continue until the earlier of: (i) the date such utility is restored to the Premises, or (ii) the date Tenant reopens its business in the Premises.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning ("HVAC") system(s) serving the Premises so as to maintain comfortable conditions during regular Terminal concession business hours. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by Landlord, as set forth in this Section 12.01 and Exhibit B, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in Exhibit B and in any related exhibit(s), such as the Tenant Design Criteria and Handbook 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 prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord, 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 shall have the right to impose reasonable restrictions and require Tenant to comply with any state or local regulations or measure adopted from time to time with respect to conservation of any utilities including water usage.

ARTICLE XIII
ESTOPPEL STATEMENT, ATTORNMENT AND SUBORDINATION

Section 13.01 **ESTOPPEL STATEMENT.** Within 20 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 Rental and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rental 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.

Section 13.02 **ATTORNMENT.** If the Authority terminates the Terminal C Lease, the Terminal

C Lease expires, or in the event Landlord assigns, sells, or otherwise transfers its interest in the Terminal C Lease, this Sublease either (i) shall terminate in accordance with the provisions hereof, or (ii) at the Authority's discretion, shall remain in full force and effect and shall be assigned to the Authority or its designee. If and when this Sublease is assigned to the Authority or its designee and the Authority or its designee, as the case may be, agrees to assume the same, then on request of the Authority, Tenant hereby attorns to and covenants and agrees to execute an instrument in writing satisfactory to the Authority whereby Tenant attorns to the Authority or its designee and recognizes the Authority or its designee as the landlord hereunder.

Section 13.03 **SUBORDINATION.** Tenant further agrees this Sublease shall be subordinate to the Terminal C Lease and to any mortgages, deeds of trust or any ground leases that may now exist or be placed upon the Premises, the Terminal or the Airport and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant agrees that upon the demand of Landlord, the Authority or any mortgagee, beneficiary or ground lessor, Tenant shall, within 20 days of the receipt of said demand, execute whatever reasonable instruments as may be required to carry out the intent of this Section 13.03 in the form requested by Landlord, the Authority or such mortgagee, beneficiary or ground lessor, including, without limitation, appropriate subordination agreements upon the condition that Tenant shall have the right to remain in possession of the Premises under the terms hereof, notwithstanding any default in any such mortgage, deeds of trust or ground lease, or after foreclosure thereof, so long as Tenant is not in default beyond the applicable notice and cure periods under any of the covenants, conditions and agreements contained herein.

ARTICLE XIV
ASSIGNMENT AND SUBLETTING

Section 14.01 **RESTRICTIONS.** Notwithstanding anything to the contrary contained herein except as otherwise set forth in this Article XIV, Tenant shall not mortgage, pledge or encumber all or any part of this Sublease, nor Tenant's interest in the Premises and Tenant shall not assign this Sublease, sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor enter into franchise, license or concession agreements allowing any other entity or person to occupy or use the Premises or any part thereof (collectively, "Transfer") without first procuring the written consent of Landlord. Tenant agrees that Landlord may withhold its consent as determined in Landlord's sole discretion and without the need to provide any reason for withholding consent. Any dissolution, sale or other transfer of all or substantially all of the assets of Tenant shall be deemed a Transfer of this Sublease. Any attempted or purported Transfer without Landlord's prior written consent shall be void and of no force or effect and shall not confer any estate or benefit on anyone. Consent to a Transfer by Landlord shall not be deemed to be consent to any subsequent Transfer to any other party. No Transfer of this Sublease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor from liability hereunder. Landlord has been induced to enter into this Sublease with Tenant in order to obtain, for the benefit of the Terminal food & beverage concession program, Tenant's experience and business reputation. The restrictions against Transfers contained herein are consistent therewith and expressly agreed to by Tenant.

Section 14.02 **PROCEDURE FOR TRANSFER AND RENTAL ADJUSTMENT.** Should Tenant desire to make a Transfer hereunder, Tenant shall, in each instance, give written notice of its intention to do so to Landlord at least 45 days before the intended effective date of any such proposed Transfer, specifying in such notice whether Tenant proposes to assign or sublet, or enter into license, franchise or concession agreements, the proposed date thereof, and specifically identifying the proposed Transferee and the net worth (certified as accurate by the proposed Transferee) and previous business experience of the proposed Transferee. Landlord shall, within 45 days after its receipt of such notice of a proposed Transfer, by giving written notice to Tenant of its intention to do so: (a) withhold consent to the

Transfer; or (b) consent to the Transfer. Failure of Landlord to give Tenant written notice of Landlord's action with respect to any request for Landlord's consent to a proposed Transfer shall not constitute or be deemed Landlord's consent to such Transfer. Landlord's consent to a proposed Transfer shall only be given if and when Landlord has notified Tenant in writing that Landlord consents to such proposed Transfer.

Section 14.03 **REQUIRED DOCUMENTS AND FEES.** Each Transfer to which Landlord has consented shall be evidenced by a written instrument in form reasonably satisfactory to Landlord, executed by Tenant and the Transferee, under which the Transferee shall agree in writing for the benefit of Landlord and the Authority to assume, perform and abide by all of the terms, covenants and conditions of this Sublease and Tenant's Agreement with the Authority to be done, kept and performed by Tenant, including the payment of all amounts due or to become due hereunder directly to Landlord and the obligation to use the Premises only for the purpose specified herein. In addition, the Transfer shall not become effective until the Transferee has entered into an Agreement or similar document with the Authority as required by the Authority including the form and content thereof. Tenant shall reimburse Landlord for Landlord's reasonable attorneys' and administrative fees incurred in the processing of, and documentation for, each such requested Transfer, whether or not the Transfer is consummated with any such reasonable attorneys' and administrative fees not to exceed $500.00.

Section 14.04 **TRANSFER OF STOCK OR PARTNERSHIP INTEREST.** If Tenant is a corporation, 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 twenty-five percent (25%) interest of the total outstanding voting stock or voting interest in such corporation, association or partnership shall be deemed a Transfer within the meaning and provisions hereof.

Section 14.05 **ASSIGNMENT AND SUBLEASE RENTALS.** The following conditions shall apply to any subletting by Tenant of all or any part of the Premises (if and when approved by Landlord) and shall be deemed included in all further subleases hereunder whether or not expressly incorporated therein. Tenant hereby assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising from any such further sublease heretofore or hereafter made by Tenant, and Landlord may collect such rent and income and apply same toward Tenant's obligations hereunder; provided, however, that until a breach shall occur in the performance of Tenant's obligations hereunder, Tenant may, except as otherwise provided herein, receive, collect and enjoy the rents accruing under such further sublease. Landlord shall not, by reason of this or any other assignment of such further sublease to Landlord, nor by reason of the collection of the rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such further sublease. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a breach exists in the performance of Tenant's obligations hereunder, to pay to Landlord the rents and other charges due and to become due under such further sublease. The subtenant shall rely upon any such statement and request from Landlord and shall pay such rents and other charges to Landlord without any obligation or right to inquire as to whether such breach exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against said subtenant, or, until the breach has been cured, against Landlord, for any such rents and other charges so paid by said subtenant to Landlord. In the event of a breach by Tenant in the performance of its obligations hereunder, Landlord, at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of the sublandlord under such sublease from the time of the exercise of said option to the expiration of such further sublease; provided, however, Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to Tenant or for any other prior defaults or breaches of Tenant as sublandlord under such further sublease.

Section 14.06 **PERMITTED TRANSFER SUBJECT TO CONSENT.** (a) Notwithstanding anything to the contrary contained in this Article XIV, 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. Further, the public trading of Tenant's securities on a nationally recognized exchange or on the NASDAQ market shall not constitute or be considered to result in any such Transfer.

(b) Notwithstanding the foregoing provisions of this Article XIV but subject to Section 14.06(c) below, Tenant shall have the right to Transfer this Sublease, without Landlord's consent, to: (i) a subsidiary of Tenant or its parent corporation or to an entity that is an affiliate of Tenant or its parent corporation; (ii) any corporation with which Tenant shall merge, reorganize or consolidate; or (iii) any corporation acquiring all or substantially all of the assets of Tenant; provided that in the case of any and each such Transfer under clauses (ii) and (iii) above which is permitted in this Section 14.06, Landlord shall have the discretionary right to withhold its consent unless; (1) such Transferee 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; (2) such Transferee shall have proven food & beverage 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; (3) the business conducted in the Premises by such Transferee shall be conducted under the same use and under a trade name permitted to be used by Tenant hereunder; (4) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (5) the use of the Premises by such Transferee shall not violate any agreements affecting the Premises, Landlord, the Authority or other tenants or occupants in the Airport; (6) except as may otherwise be prohibited under federal securities laws, notice of any proposed Transfer 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 and the agreement of such Transferee to assume and be bound by all of the terms, conditions and covenants hereof and Tenant's Agreement with the Authority to be performed by Tenant, all in form reasonably acceptable to Landlord and acceptable to the Authority; and (7) 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) Notwithstanding the foregoing provisions of this Article XIV which shall not be binding upon or enforceable against the Authority and regardless of whether Landlord has in fact consented to any further subletting of the Premises or a proposed Transfer, Landlord's consent will be of no force and effect and shall not be binding upon the 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 Authority has consented in writing, as determined in the Authority's sole and absolute discretion, to any such further subletting or a proposed Transfer including, without limitation, nothing otherwise permitted in this Article XIV shall become effective until such time as the Transferee, any other applicable parties and the Authority have entered into an Agreement or a similar document as required by the Authority. In addition, the terms and provisions of Tenant's Agreement with the Authority which in any way discusses and/or addresses the subject matter covered in this Article XIV shall be controlling and shall govern. Further, if this Sublease is assigned by Landlord and assumed by the Authority for any reason whatsoever, the Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article XIV shall be binding upon and enforceable against the Authority and thereafter be considered to be a part hereof.

ARTICLE XV
WASTE OR NUISANCE

Section 15.01 **WASTE OR NUISANCE.** Tenant shall not commit nor permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to injure, deface or otherwise harm the Premises, the Terminal or the Airport, nor commit any waste upon the Premises, the 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 commit nor 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 impact either Landlord's operation of the Terminal or the Authority's operation of the Airport or 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 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 Terminal and/or Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord and/or the Authority, or to the other tenants and occupants of the Terminal and/or Airport or which is deemed by Landlord, in its sole discretion, as not in keeping with the character of the 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 or the Authority's insurance.

ARTICLE XVI
TRADE NAME; 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 advertised name or character of the business operated in the Premises without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 **SOLICITATION OF BUSINESS.** Tenant shall not give samples, approach customers, distribute handbills or other advertising matter or otherwise solicit business in the parking or other public areas or any part of the Terminal or the Airport other than in the Premises. In the event Tenant violates the foregoing, Tenant shall, at Tenant's sole cost and expense, be responsible to clean the area of any such materials so distributed by Tenant, its agents or employees.

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 promote the overall concession program and facilities in 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. Tenant, from and after the Rental Commencement Date, 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
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 or if the Sublease has expired or has been terminated, overpayments will be utilized by Landlord for future Joint Marketing Fund purposes. 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 used 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 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.

ARTICLE XVII
DAMAGE AND DESTRUCTION

Section 17.01 **DAMAGE OR DESTRUCTION OF THE TERMINAL.** If the whole or any part of the Terminal is partially damaged by fire, explosion, the elements, terrorist action or other casualty, Landlord shall repair and restore the affected portions of the Terminal, at its cost and expense, to the extent required of Landlord in the Terminal C Lease, with reasonable diligence, subject to force majeure and delays beyond Landlord's control; provided, however, that if the damage is caused by the negligence, act or omission to act of Tenant, its agents, employees, contractors, subcontractors, licensees or representatives, to the extent that such damage is not covered by Landlord's insurance, Tenant shall be responsible for reimbursing Landlord for the cost and expense incurred in such repair and restoration, including any deductibles or self-insured retentions with respect to Landlord's insurance. Unless such partial damage materially adversely affects Tenant's use and occupancy of the Premises, Tenant shall be required to continue the conduct of business in the Premises without abatement of any Rentals hereunder.

If fifty percent (50%) or more of the Terminal shall be damaged or destroyed by an insured casualty, or if twenty-five percent (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 Landlord's flight operations are terminated or more than fifty percent (50%) curtailed for a period of 30 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 based upon good faith negotiations and reasonable circumstances and Tenant shall surrender the Premises to Landlord. Thereafter, neither party shall have any further obligations to the other except for any of Tenant's obligations accrued prior to the effective date of the termination of this Sublease.

Section 17.02 **DAMAGE OR DESTRUCTION OF THE PREMISES.** (a) If all or a portion of the Premises shall be partially damaged (as distinguished from extensively damaged or destroyed as described below) by fire, explosion, the elements, terrorist action or other casualty required to be insured against by Landlord under the Terminal C Lease, but the Premises are not rendered untenantable, Landlord shall proceed with reasonable dispatch to repair such damage and restore the Premises, at its own cost, to the extent required under the Terminal C Lease. Landlord shall repair and restore the Premises to substantially the same condition as existed immediately prior to the commencement of Tenant's Work hereunder. However, if the damage is caused by the negligence, act or omission to act of Tenant, its agents, employees, contractors, subcontractors, licensees or representatives, Tenant, if Landlord is required and elects to repair and restore as provided above, shall be responsible for reimbursing Landlord for the cost and expense incurred thereby, including any deductibles or self-insured retentions with respect to Landlord's insurance. In the event of any such partial damage, Tenant's obligations to Landlord hereunder, including all Rentals, shall not be abated. In no event shall Landlord or the Authority be responsible in any way for any damage

or destruction of Tenant's Fixed Improvements, Operating Equipment, personal property or inventory even if due to the negligence, act or omission to act of any such party nor shall Landlord or the Authority 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, Operating Equipment, personal property, products and inventory. If the Premises are so repaired and restored by Landlord, Tenant shall repair and restore all damage as expeditiously as possible, to the Premises and to any and all Fixed Improvements, Operating Equipment and Tenant's other property to the condition existing immediately prior to such damage. All repairs and restoration by Tenant must comply with the requirements herein relating to Tenant's initial construction of the Premises, including the Tenant Design Criteria and Handbook and the Authority's TAA process.

(b) If the Premises are extensively damaged so as to render the Premises untenantable, but capable of being repaired and restored within 30 days, both Landlord and Tenant shall perform its repair and restoration obligations in an identical manner as provided in Section 17.02(a) above. During the period of any such repair and restoration, an equitable portion of Tenant's Rentals shall be abated if there is a material adverse effect to Tenant's use and occupancy of the Premises to the extent of such material adverse effect thereon, unless the damage is caused by the negligence, act or omission to act of Tenant, its agents, employees, contractors, subcontractors; licensees or representatives. In no event shall Landlord or the Authority be responsible in any way for any damage or destruction of Tenant's Fixed Improvements, Operating Equipment, personal property or inventory even if due to the negligence, act or omission to act of any such party nor shall Landlord or the Authority 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, Operating Equipment, personal property, products and inventory.

(c) If the Premises are completely destroyed by fire, explosion, the elements, terrorist action or other casualty and cannot be repaired or replaced except after more than 30 days after the occurrence, Landlord shall not be required to (but may elect to) undertake the repair, replacement and reconstruction of the Premises. All of Tenant's Rentals shall be completely abated, such abatement shall extend from the date of the occurrence until a period not to exceed 60 days after the base building restoration has been made by Landlord and Landlord has notified Tenant to commence Tenant's repair and restoration work to the Premises. In no event shall Landlord or the Authority be responsible in any way for any damage or destruction of Tenant's Fixed Improvements, Operating Equipment, personal property or inventory even if due to the negligence, act or omission to act of any such party nor shall Landlord or the Authority 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, Operating Equipment, personal property, products and inventory. If within 6 months after the date of such occurrence the Premises shall not have been repaired or reconstructed by Landlord as provided above, Tenant may give written notice to Landlord terminating this Sublease, such termination to be retroactive back to the date of the complete destruction. Notwithstanding the foregoing, if the Premises are completely destroyed as a result of the negligence, act or omission to act of Tenant, its agents, employees, contractors, subcontractors, licensees or representatives, Tenant's Rentals shall not abate and Landlord may, in its discretion: (1) require Tenant to repair, restore and reconstruct the Premises, Tenant's Fixed Improvements, Operating Equipment and all other damaged property, whether owned by Tenant, Landlord or the Authority, within 4 months of such destruction, at Tenant's sole cost and expense; or (2) Landlord may repair, restore and reconstruct the Premises within 6 months of such destruction and Tenant shall reimburse Landlord for the cost and expense incurred thereby to the extent of Tenant's insurance proceeds and to the extent such costs and expenses exceed Tenant's insurance proceeds.

Section 17.03 **DAMAGE OR DESTRUCTION NEAR END OF TERM.** If, during the final Lease Year, more than twenty-five percent (25%) of the Premises are damaged or destroyed, either party at its option may terminate this Sublease within 30 days after the date of such damage or destruction. The

termination shall be effective as of the date of such damage or destruction and thereafter neither party shall have any further obligations to the other party except for Tenant's accrued obligations occurring prior to the date of such damage or destruction.

Section 17.04 **LIMITS OF LANDLORD'S OBLIGATIONS.** It is understood that, in the application of the foregoing Sections in this Article XVII, Landlord's obligations shall be limited to repair and restoration of 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 the Authority be responsible in any way for any damage or destruction of Tenant's Fixed Improvements, Operating Equipment, personal property or inventory even if due to the negligence, act or omission to act of any such party nor shall Landlord or the Authority 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, Operating Equipment, personal property, products and inventory.

ARTICLE XVIII
EMINENT DOMAIN

Section 18.01 **COMPLETE TAKING OF THE PREMISES.** If the whole of the Premises shall be taken by any public or quasi-public authority under the power of eminent domain or destroyed by the action of any public or quasi-public authority, or in the event of a conveyance, by sale or otherwise, in lieu thereof ("Taking"), this Sublease shall terminate and the Term hereof shall cease as of the date upon which possession is taken by such Taking authority, and all Rental and other charges shall be paid up to that date and thereafter adjusted as of that date. All sums received or recovered from the Taking shall be paid to either Landlord or the Authority as set forth in the Terminal C Lease. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceeding a claim for the value of any of Tenant's Operating Equipment, trade fixtures and/or other removable items of Tenant's personal property located within the Premises at the time of such Taking. Further, nothing herein shall limit the eminent domain power of the Authority.

Section 18.02 **PARTIAL TAKING OF THE PREMISES.** (a) If less than the whole but a substantial portion (more than fifty percent (50%) of the Floor Area) of the Premises shall be subject to a Taking, then either party shall have the right to terminate this Sublease, by giving notice thereof to the other not later than 30 days after such Taking. If this Sublease is so terminated, the provisions relating to the net proceeds of the damages awarded from the Taking as provided in the Terminal C Lease shall apply.

(b) Subject to the Authority's right of termination pursuant to the Terminal C Lease, if this Sublease is not terminated by either party under Section 18.02 (a), this Sublease shall remain in full force and effect as to the portion of the Premises remaining after the Taking, except that Guaranteed Rent and Additional Rent shall be reduced in the proportion that the Floor Area of the Premises so taken bears to the total Floor Area of the Premises prior to the Taking and the Monthly Breakpoint for Percentage Rent shall be adjusted accordingly. No reduction of Rental shall occur if other premises within the Terminal, equivalent in function to the portion of the Premises taken, are made available to Tenant for the operation of its business. Any award for such partial Taking shall be the sole property of Landlord or the Authority as set forth in the Terminal C Lease; provided that Tenant shall be entitled to any portion of such award awarded to Tenant for relocation of, loss or damage to Tenant's Operating Equipment, trade fixtures and other removable personal property of Tenant's located within the Premises prior to such partial Taking.

(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 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.

ARTICLE XIX
DEFAULT

Section 19.01 **RIGHTS UPON DEFAULT.** (a) Notwithstanding any provision herein to the contrary and irrespective of whether all or any rights conferred upon Landlord by this Article XIX are expressly or by implication conferred upon Landlord elsewhere herein, in the event of: (i) any failure of Tenant to pay any Guaranteed Rent, Percentage Rent or Additional Rent 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 Rental or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease, 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 (ii) any default or failure by Tenant 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 (iii) any failure by Tenant to commence construction of Tenant's Work within 30 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 (iv) any failure by Tenant to move into the Premises and to initially open for business on or before the Rental Commencement Date; or (v) any failure by Tenant to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the purpose specified in the Data Sheet (the Permitted Use); or (vi) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or (vii) any default beyond the applicable notice and cure periods under Tenant's Agreement and/or Permits with the Authority; or (viii) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its 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 (ix) Tenant shall fail to carry insurance as required under this Sublease 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 (x) 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, then Landlord, in addition to or in lieu of other rights or remedies it may have hereunder or by law, shall have the following rights: Landlord may at is sole discretion: (A) immediately terminate this Sublease and Tenant's right to possession of the Premises by giving Tenant written notice that this Sublease is terminated, in which event, upon such termination, Landlord shall have the right to recover from Tenant the sum of (1) the worth at the time of award of the unpaid Rental which had been earned at the time of termination; (2) the worth at the time of award of the amount by which the unpaid Rental which would have been earned after termination until the time of award exceeds the amount of such Rental loss that Tenant affirmatively proves could have been reasonably avoided; (3) the worth at the time of award of the amount by which the unpaid Rental for the balance of the Term after the time of award exceeds the

amount of such Rental loss that Tenant affirmatively proves could be reasonably avoided; (4) any other amount necessary to compensate Landlord for all the actual damages proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course would be likely to result therefrom; and (5) all such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law; or (B) have this Sublease continue in effect for so long as Landlord does not terminate this Sublease and Tenant's right to possession of the Premises, in which event Landlord shall have the right to enforce all of Landlord's rights and remedies hereunder including the right to recover the Guaranteed Rent, Percentage Rent, Additional Rent and other charges payable by Tenant hereunder as they become due hereunder; or (C) without terminating this Sublease, Landlord may pay or discharge any breach or violation hereof which amount so expended shall be added to the next monthly payment of Guaranteed Rent, Percentage Rent and Additional Rent due and treated in the same manner as Rental hereunder and Landlord shall automatically and without further action have a lien upon all of Tenant's Operating Equipment, products, inventory and other personal property within the Premises to secure the payment thereof; or (D) without terminating this Sublease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Landlord shall use reasonable efforts to relet the Premises in order to mitigate its damage in respect of the remedies set forth in sub-clauses (A) and (D) of this Section 19.01(a). Notwithstanding the provisions of this Section, Landlord shall have a duty to mitigate damages in the event of a default by Tenant.

(b) If Landlord proceeds under Section 19.01(a)(A) or (D) above, upon such reletting all Rental and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rental due hereunder from Tenant to Landlord or the Authority; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorney fees and Landlord's fees and of costs of such alterations and repairs; third, to the payment of Rental due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Guaranteed Rent and Additional Rent payable by Tenant hereunder, as the same may become due and payable hereunder. If such Guaranteed Rent, Additional Rent and other sums received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord; if such rentals and sums shall be more, Tenant shall have no right to the excess. Such deficiency shall be calculated and paid monthly. 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. Should Landlord at any time terminate this Sublease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, all of which amount shall be immediately due and payable from Tenant to Landlord. Landlord shall use its reasonable efforts to mitigate its damages hereunder; however, the failure or refusal of Landlord to relet the Premises shall not affect Tenant's liability. The terms entry and re-entry are not limited to their technical meanings. 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 15 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 Newark, the Authority or their designee to such improvements. 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 19.01(b).

(c) At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least three (3) occasions during any Lease Year (whether consecutive or not or whether involving the same check or different checks) 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.

(d) For purposes of subclauses (1) and (2) of subsection 19.01(a), "worth at the time of award" shall be computed by allowing interest at the maximum rate permitted by law (see Section 27.13) and for purposes of subclause (3) of subsection 19.01(a), "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank whose jurisdiction includes the Airport at the time of award, plus one percent (1%); the Rental reserved in this Sublease shall be deemed to be a monthly rental arrived at (i) by adding to the monthly installment of Guaranteed Rent payable under this Sublease an amount equal to the monthly average of all the Percentage Rent based on Gross Receipts received by or payable to Landlord hereunder during the period that Tenant was conducting Tenant's business in the Premises in the manner and to the extent required pursuant to this Sublease, plus (ii) one twelfth (1/12th) of the annual average of all Additional Rent payable by Tenant hereunder.

(e) Anything to the contrary notwithstanding, Landlord shall not be required to give notice under this Article XIX more than three (3) times for the same type of default in any consecutive (12) twelve month period. Further, a default of Tenant's obligations under the provisions of any other sublease with Landlord covering any other concession facility within the Terminal or within the Airport shall constitute a default by Tenant hereunder, entitling Landlord to the rights and remedies hereunder and at law.

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 **TERMINATION.** If the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, or if Tenant's guarantor, if any, or its executors, administrators, or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state act or the Code or if Tenant is adjudicated insolvent by a court of competent jurisdiction other than the United States Bankruptcy Court, or if a receiver or trustee of the property of Tenant or Tenant's guarantor, if any, shall be appointed by reason of the insolvency or inability of Tenant or Tenant's guarantor, if any, to pay its debts as the same become due or if any assignment shall be made of the property of Tenant or Tenant's guarantor, if any, for the benefit of creditors, then Landlord shall have the right to elect by written notice to Tenant to terminate this Sublease and all rights of Tenant hereunder at any time thereafter, and Tenant shall vacate and surrender the Premises but shall remain liable as herein provided. However, if Tenant continues to pay all Rental and perform all other obligations hereunder in a timely manner and shall cause such event to be discharged within 60 days after its occurrence, Landlord shall not terminate this Sublease.

Section 20.03 TENANT'S OBLIGATION TO AVOID CREDITORS' PROCEEDINGS. Tenant or Tenant's guarantor, if any, shall not cause or give cause for the appointment of a trustee or receiver of the assets of Tenant or Tenant's guarantor, if any, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under insolvency law except under the Code or the appointment of a trustee or receiver of Tenant or Tenant's guarantor, if any, or of the assets of either of them, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within 90 days after such allowance or appointment. Any act or occurrence described in this Section 20.03 shall be deemed a material breach of Tenant's obligations hereunder, and shall provide Landlord with the right to elect by written notice to Tenant to terminate this Sublease and all rights of Tenant hereunder at any time thereafter, and Tenant shall vacate and surrender the Premises but shall remain liable as herein provided. Landlord does, in addition, reserve any and all other remedies provided in this Sublease or by law.

Section 20.04 ELECTION TO ASSUME SUBLEASE. Even though this 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 Chapter 7, 11 or 13 of the Code, and the Trustee or Tenant, as Debtor-In-Possession, 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 Sections 20.05 and 20.07 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 Chapter 7, 11 and 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365(d)(4) 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 Rental by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365(d)(4) of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.05 CONDITIONS OF ASSUMPTIONS. No election by the Trustee or Tenant, as Debtor-In-Possession, to assume this Sublease, whether under Chapter 7, 11 and 13 of the Code shall be effective unless each of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable in the context of a bankruptcy proceeding of Tenant, has been satisfied, and Landlord has so acknowledged in writing: (a) Landlord has not terminated this Sublease pursuant to the provisions established herein or under applicable state law, prior to the filing of a case under the Code; (b) the Trustee or Tenant, as Debtor-In-Possession, has cured, or has provided Landlord adequate assurance that within 20 days from the entry of an order granting the Trustee or Tenant, as Debtor-In-Possession, authority to assume, the Trustee or Tenant will cure all defaults hereunder; (c) the Trustee or Tenant, as Debtor-In-Possession, has compensated, or has provided to Landlord adequate assurance that within 20 days from the date of the entry of an order granting authority to assume, Landlord will be compensated for any monetary loss incurred by Landlord arising from the default of the Trustee or Tenant, as Debtor-In-Possession, as recited in Landlord's written statement of monetary loss sent to the Trustee or Tenant; (d) the Trustee or Tenant, as Debtor-In-Possession, has provided Landlord with adequate assurance of future performance of each of the Tenant's obligations hereunder; (e) no fire, bankruptcy or going-out-of-business sale shall be conducted at any time; (f) the assumption of the Sublease will not: (i) breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord or the Authority is bound relating to the Airport, (ii) disrupt, in Landlord's judgment, the tenant mix of the Terminal or any other attempt by Landlord to provide a specific variety of concessions in the Terminal which, in Landlord's judgment, would be most beneficial to all of the subtenants in the Terminal and would enhance the image, reputation, and profitability of the Terminal; and (g) for purposes of this Section, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance" shall mean that the Bankruptcy Court shall have entered an Order segregating sufficient cash payable to

Landlord or the Trustee or Tenant, as Debtor-In-Possession, and shall have granted a valid perfected first lien and security interest or mortgage in property of Tenant, Trustee or Debtor-In-Possession, acceptable as to value and kind to Landlord to secure Landlord the obligation of the Trustee or Tenant, as Debtor-In-Possession, to cure the monetary or non-monetary defaults under this Sublease within the time periods set forth above.

Section 20.06 **SUBSEQUENT BANKRUPTCY.** In the event that this Sublease is assumed by a Trustee appointed for Tenant or by Tenant as Debtor-In-Possession under the provisions of Section 20.05 hereof and thereafter Tenant is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapter 11 or 13 of the Bankruptcy Code, then, and in either of such events, Landlord may, at its option, terminate this Sublease and all rights of Tenant hereunder, by giving Tenant written notice of its election to so terminate, by no later than 30 days after the occurrence of either of such events.

Section 20.07 **ASSIGNMENT.** If the Trustee or Debtor-In-Possession has assumed this Sublease pursuant to the terms and conditions of Sections 20.02 or 20.03, for the purpose of transferring Tenant's interest under this Sublease or the estate created thereby, to any other person, such interest or estate may be so transferred only if Landlord shall acknowledge in writing that the intended transferee has provided adequate assurance of future performance as defined in this Section of all of the terms, covenants and conditions of this Sublease to be performed by Tenant. For purposes of this Section, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and Landlord has so acknowledged in writing: (a) such transferee shall have a net worth equal to or greater than the highest of (i) the net worth of Tenant (and any guarantor) immediately prior to such transfer; (ii) the net worth of Tenant (and any guarantor) on the date of this Sublease, or (iii) such net worth as Landlord determines to be reasonably sufficient to assure the future performance of all obligations under this Sublease; and in each case such net worth shall be evidenced by financial statements prepared by a reputable certified public accountant and otherwise in such form and with such additional information as Landlord may require; (b) the transferee, if requested, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standards of creditworthiness; (c) the transferee has submitted in writing evidence satisfactory to Landlord of substantial food & beverage operating experience in airports comparable to the Terminal and in the sale of food & beverage products and services permitted under this Sublease; (d) Landlord has obtained all consents or waivers from any third party required under the Terminal C Lease, any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such transfer; (e) such transferee shall have proven food & beverage operating experience and the ability to efficiently and effectively operate the Premises for the same uses and in a manner consistent with at least as high a standard of operation as then exists in the Premises; (f) the business conducted in the Premises by such transferee shall be conducted for the same Permitted Use and under the same trade name required to be used by Tenant pursuant to the terms of this Sublease; (g) the use of the Premises by such transferee shall not violate or create any violation or potential violation of applicable codes, laws or ordinances nor violate any other agreement affecting the Premises, Landlord, the Authority or other occupants in the Terminal; and (h) the assumption of this Sublease will not (i) breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord or the Authority is bound relating to the Terminal, or (ii) disrupt, in Landlord's judgment, the tenant mix of the Terminal or any other attempt by Landlord to provide a specific variety of concessions in the Terminal which, in Landlord's judgment, would be most beneficial to all of the occupants in the Terminal and would enhance the image, reputation, and profitability of the Terminal. Any person or entity to which this Sublease is assigned pursuant to the provisions of the Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Sublease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

Section 20.08 **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 20.09 **CONSENT.** Neither Tenant's interest in this Sublease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created, shall pass to any trustee, receiver, transferee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord and the Authority shall consent to such transfer in writing. No acceptance by Landlord of Rental or any other payments from any such trustee, receiver, transferee, person or other entity shall be deemed to have waived the need to obtain such consent for any transfer of Tenant's interest hereunder.

Section 20.10 **OTHER LAWS.** The provisions of this Article XX concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor, Receiver, Debtor-In-Possession and assignee are in addition to such rights and obligations provided by law, including those applicable provisions of the Code. Nothing contained in this Article XX shall limit or reduce in any manner whatsoever such rights and obligations which are otherwise provided by law.

ARTICLE XXI
ACCESS BY LANDLORD AND THE AUTHORITY

Section 21.01 **RIGHT OF ENTRY.** Landlord, the Authority and their agents shall have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises) upon reasonable notice to Tenant. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority and Landlord shall 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 Guaranteed Rent, Percentage Rent, Additional Rent 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. If Landlord and/or the Authority exercises the foregoing rights and as a result thereof there is a material adverse effect to Tenant's use and occupancy of the Premises to the extent that Tenant is forced to close its business in the Premises for 2 or more complete consecutive days, Tenant's obligation to pay Guaranteed Rent shall be abated during the period that Tenant is totally prohibited from operating. Upon the reopening of the Premises, which Tenant shall reopen on the day following the cessation of such material adverse effect, Tenant's payment of Guaranteed Rent to Landlord shall immediately recommence on the date of the reopening of the Premises. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority or the Landlord or their agents shall have the further right to enter the Premises without notice at any time in the event of emergency. Finally, Landlord, during the last 12 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective subtenants 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 or other taxes, assessments, levies, fees and other governmental charges and impositions of every kind of nature, regular or special, direct or indirect, presently 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) Tenant's

leasehold interest in the Premises, (ii) 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 Tenant, any concessionaire or licensee of Tenant, and (iii) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by Tenant, or any concessionaire or licensee 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 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 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. Notwithstanding the above, any of Tenant's Taxes under this Section 22.01 shall not be duplicative of any proportionate share of Taxes that Tenant is required to pay pursuant to Section 2.04.

Section 22.02 **LOSS AND DAMAGE.** Except with respect to Landlord's own negligence, neither Landlord nor the Authority shall 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 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.

ARTICLE XXIII
HOLDING OVER

Section 23.01 **HOLDING OVER.** If bona fide negotiations have commenced between Landlord and Tenant for renewal of this Sublease within 180 days prior to the expiration of the Term, any holding over after the expiration of the Term with the written consent of Landlord shall be construed to be a tenancy from month to month and the Guaranteed Rent payable shall be at an amount equal to one-twelfth (1/12th) of the Guaranteed Rent required to be paid by Tenant for the last full Lease Year of the Term, together with Percentage Rent and an amount estimated by Landlord for the monthly Additional Rent payable pursuant hereto, and shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any other holding over after expiration of the Term with the consent of Landlord shall be construed to be a tenancy from month to month pursuant to the terms hereof at one-twelfth (1/12th) of an amount equal to the Guaranteed Rent required to be paid by Tenant for the last full Lease Year of the Term, together with Percentage Rent and an amount estimated by Landlord for the monthly Additional Rent payable pursuant hereto, and shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any holding over without Landlord's written consent shall entitle Landlord to reenter the Premises as provided in Section 19.01. Tenant shall indemnify, defend and hold harmless Landlord and the Authority from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and/or 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 subtenant 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 and the Authority in writing as required by Article XIV.

ARTICLE XXIV
RULES AND REGULATIONS

Section 24.01 **RULES AND REGULATIONS.** Tenant agrees to comply with and observe all reasonable rules and regulations established by the Authority or Landlord from time to time, with respect to the Airport, the Terminal, the Premises or any related matter. Such rules and regulations shall include the Authority's regulations as amended from time to time, and any other rules presently in effect or promulgated from time to time by the Authority. Tenant and its employees shall faithfully observe and comply with any other rules which the Authority or Landlord may from time to time make after notice to Tenant, provided such rules apply to all similarly situated subtenants in the Terminal and are reasonably related to the safety, care, appearance, reputation, operation or maintenance of the Terminal or the Airport or the comfort of subtenants and others using the Airport. Neither the Authority nor Landlord shall have any duty or obligation to enforce such rules or the terms and conditions in any other lease or sublease as against any other tenant and neither the Authority nor Landlord shall be liable to Subtenant for violations of the same by other subtenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe said rules and regulations shall constitute a 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 Terminal C Lease as well as Tenant's Agreement with the Authority, upon payment by Tenant of Rental 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 hereby demised without hindrance or interruption by Landlord.

ARTICLE XXVI
SECURITY DEPOSIT

Section 26.01 **DEPOSIT.** Tenant shall deposit with the Authority the sum set forth in Tenant's Agreement with the Authority as a security deposit and payment and performance guarantee. The Authority shall retain said sum for the benefit of Landlord and the Authority throughout the Term of this Sublease and the Agreement as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Sublease and the Agreement. The Agreement shall govern all aspects in connection with the security deposit.

ARTICLE XXVII
MISCELLANEOUS

Section 27.01 **WAIVER; ELECTION OF REMEDIES.** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent

or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach by Tenant of a covenant or condition hereof shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. 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.** The Data Sheet, and all exhibits and/or addendum(s), if any, attached hereto are hereby made a part hereof, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties (other than the Terminal C Lease, applicable Permits and Tenant's Agreement with the Authority) and sets forth all the covenants, promises, agreements and 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 and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. Neither Landlord nor its agents have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal or operating airlines in the Terminal, 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. 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 and consented to in writing by the Authority. Tenant shall pay all of Landlord's costs, expenses and reasonable fees of its attorney(s) in connection with any amendment, change or addition to this Sublease made at the request of or to accommodate Tenant with any such costs, expenses and fees not to exceed $500.00.

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 Rental, 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.** 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", which as used herein shall mean fire, earthquake, hurricane, flood and a similar act of God constituting a natural disaster, explosion, terrorist action, war, executive order of government or similar causes not within the control of the entity being delayed. 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 75 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 Rental), whether such condition or delay is claimed by Landlord, the Authority or Tenant, excuse or delay Tenant's payment of any Rental and other charges due hereunder. Further, Landlord's or the Authority's reduction 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 (i) United States certified mail, return receipt requested, postage prepaid, (ii) United States express mail, (iii) air courier (such as Federal Express), (iv) personal delivery or (v) any other method creating a receipt, waybill or other indication of delivery, and shall be addressed (a) 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, (b) 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.

Section 27.06 **CAPTIONS AND SECTION NUMBERS.** The captions, section numbers, article numbers and index 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 for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the termination hereof.

Section 27.08 **RECORDING.** Tenant shall not record this Sublease or any short form or memorandum hereof. Tenant, upon the request of Landlord, shall execute and acknowledge a short form or memorandum of this Sublease for recording purposes, with the recording costs to be borne by Landlord.

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 and a credit report 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 and information provided to it pursuant to Articles III and IV hereof confidentially, and shall not disclose them except to the Authority, Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's or the Authority'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 the Authority or to any successor operator to Landlord in the Terminal in the event of the expiration, termination or assignment of the Terminal C Lease without notice to Tenant.

Section 27.12 **FLOOR AREA.** 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: (i) 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 (ii) 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" as published in the Wall Street Journal or successor publication; or (b) the maximum rate then allowed under the laws of the State of New Jersey 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. Interest on any amounts due from Tenant to the Authority shall be calculated and paid in accordance with Tenant's Agreement with the Authority.

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 rents or other income 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 member, shareholder, commissioner, director, officer, agent or employee of the Authority or Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease and/or Tenant's Agreement with the Authority or because of any breach thereof or because of the execution or attempted execution of this Sublease or Tenant's Agreement with the Authority. Landlord and the Authority (including the members, shareholders, commissioners, directors, officers, agents or employees of either of them) 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 **APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION.** All payments received by Landlord shall be credited and be deemed to be on account of the Rental and other charges first then due. No statements or endorsements on any check or any letter accompanying any check or payment of Rental or other charges shall be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. 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 Rental and other charges due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law.

Section 27.16 **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 Agreement executed by the Authority.

Section 27.17 **GOVERNING LAW.** This Sublease shall be governed by and construed in accordance with laws of the State of New Jersey. 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 27.18 **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 27.19 **SURVIVAL OF TENANT'S 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, concessionaires, licensees and subcontractors and Tenant shall cause any such persons or entities to comply therewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with respect to its activities and operations in the Premises, the Terminal and the Airport.

Section 27.20 **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 and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee 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 or the Authority 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 27.21 **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 except as required to be disclosed by law. The Authority shall be permitted to disclose any and all such information consistent with its policies and procedures as such determination is made by the Authority in its sole and absolute discretion; and, in addition, Landlord or the Authority shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Article III and Article IV in connection with any contemplated sales, transfers, assignments, encumbrances or financing

arrangements of Landlord's or the Authority's interest in the Terminal C Lease, the Airport or the Terminal or in connection with any administrative or judicial proceedings in which Landlord or the Authority is involved where Landlord or the Authority may be required to divulge such information.

Section 27.22 **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 or 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.

Section 27.23 **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 waive 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 27.24 **A.D.A. COMPLIANCE.** Tenant agrees that within the Premises Tenant shall be fully and solely responsible for compliance with the Americans with Disabilities Act (42 U.S.C. Sec. 12101 et. seq.), and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto. Further, Tenant agrees to construct its Fixed Improvements and install its Operating Equipment and operate the Premises so that the Premises shall at all times accommodate customers with luggage.

Section 27.25 **SECURITY.** Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from either Landlord or the Authority. Notwithstanding the foregoing, Tenant shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord or the Authority, in their discretion may require from time to time.

Section 27.26 **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 G and as set forth in Tenant's Agreement with the Authority.

Section 27.27 **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 and the Authority (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 which has an impact to Tenant's operations in the Premises. 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 and/or the Authority (i) physically interferes with the operation of the Terminal or the Airport,

or (ii) physically interferes with access between the Premises and any portion of the Terminal or the Airport, by the public, or (iii) physically interferes with access to other areas of the Terminal or the Airport, by the public, or (iv) physically interferes with the operations of other subtenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (v) 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 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 Rental under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.28 **CROSS DEFAULT.** Intentionally omitted.

Section 27.29 **AIRPORT SECURITY.** Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord or the Authority. Notwithstanding the foregoing, Tenant shall take such reasonable security precautions with respect to the Premises and its operations and personnel as the Landlord in its discretion may require from time to time. Tenant, its agents, employees, contractors and subcontractors shall be familiar with, comply with and conduct all their activities and operations hereunder in accordance with all regulations and directives of Landlord, the Authority, any local, state or federal agency including the Federal Aviation Administration ("FAA") and/or the Transportation Security Administration ("TSA") with respect to maintaining Airport security.

(a) All of Tenant's employees working in security restricted areas of the Terminal (as defined by Landlord, the Authority, the FAA and/or the TSA) will be required to obtain the necessary security clearances, participate in all required training and obtain the appropriate security identification badges as may be required from time to time by Landlord, the Authority, the FAA and/or the TSA. Only those employees who can satisfy the security clearance criteria (as required under Landlord's or the Authority's rules and regulations and any local, state or federal regulations, including the FAA's and the TSA's, shall be able to work in security restricted areas of the Terminal. This includes, but is not limited to, areas described as public "sterile" areas beyond the passenger security checkpoints and/or employee entrances to the Terminal facilities. If any of Tenant's employees require access to other than public areas located beyond passenger security checkpoints (for example, employee areas, airline offices, storage locations in the operations level of the Terminal, loading dock or trash removal areas, and those areas are determined to require a higher level of security clearance and training, employees designated by Tenant to use of those areas must qualify and receive all necessary security clearances and training without exception.

(b) If it is determined that it is absolutely necessary for the proper performance of the duties of any of Tenant's employees require access to the Terminal ramps, the Airport's Aeronautical Operations Area (AOA) which may include the operation of a vehicle on the AOA, should any such duties require a higher level of security training and/or more rigorous standards of clearance criteria, it shall be required that all of such employees obtain the appropriate security identification badge and only employees qualifying and receiving such privilege shall have access to the AOA as determined in the sole discretion of Landlord, the Authority, the FAA and/or the TSA. Tenant shall obtain all applications and badges from the Authority in accordance with the Computerized Security System ID Card Procedures Manual as the same is issued and amended from time to time. Issuance of any such Authority badges shall be determined in the sole discretion of the Authority.

(c) A complete set of security identification badge records, including but not limited to, completed badge applications, background checks, fingerprint receipts/reports, acknowledgments of badge rules, training certifications and other similar records shall be kept on file at the Premises in the Terminal and shall be subject to review by Landlord, the Authority, the FAA and/or the TSA immediately on demand. Any airport security identification badge issued to any of Tenant's employees is the sole responsibility of Tenant and Landlord, the Authority, the FAA and the TSA consider that all such badges are within the care and custody of Tenant at all times. Tenant is directly responsible for the return of any badges for persons no longer employed by Tenant, to immediately report to Landlord and the Authority any lost or stolen badges and to ensure that badges issued to active employees are used in accordance with all security clearance requirements as may be imposed from time to time.

(d) Tenant further acknowledges that Landlord, the Authority, the FAA and/or the TSA have the absolute right at any time to revoke the security clearance and confiscate any employee's security identification badge and in such event, Tenant shall recover any such badge and return it immediately to the proper authorities. Tenant shall be responsible for immediately selecting another employee who can qualify for and obtain the appropriate security identification badge for the performance of such duties. Revocation of any such privilege shall not be deemed to waive any of Tenant's obligations and duties to operate as otherwise required by the terms and provisions of this Sublease.

(e) Tenant's Indemnification and Assumption of Liability. Tenant shall be solely and directly responsible for ensuring that none of its employees fails to wear the appropriate level of security badges at all times when within the Airport or enters into any secured area without the proper type of security identification badge and assumes all liability for violation of FAA/TSA regulations by its employees including, but not limited to, fines that may be imposed by the FAA, the TSA, the Authority and/or Landlord for any such failures and shall accept any sanctions imposed or pay any fines levied immediately upon demand. Tenant hereby covenants and agrees with Landlord and the Authority that Tenant shall indemnify, defend and hold harmless Landlord, the Authority and their respective agents 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 federal law, including, but not limited to, the FAA's, the TSA's and the Authority's rules and regulations concerning the subject matter set forth in this Section 27.29.

Section 27.30 **DISCOUNT TO CERTAIN EMPLOYEES.** Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all food & beverage products and/or services sold and/or rendered hereunder to Landlord's employees (evidenced by a valid Continental Airlines ID Badge), the Authority's employees (evidenced by a valid Port Authority ID Card) and other individuals employed at the Airport (who can demonstrate to the reasonable satisfaction of Tenant that such individuals are employed at the Airport). The discount to be given as required under this Sublease, which for purposes of Section 2.02(e)(vii) shall be deemed by Landlord and Tenant to be a "customary discount", shall be in the amount of as compared to Tenant's normal non-sale prices for food & beverage products and/or services sold and/or rendered hereunder to the general public.

Section 27.31 **PREMISES; LANDLORD'S WORK AND TENANT'S WORK.** Notwithstanding anything to the contrary contained in this Sublease, including, without limitation, Article V and Exhibit B, Tenant hereby accepts delivery of the Premises in its existing **"AS IS" "WHERE LOCATED"** condition since Tenant has been in possession and operating its business in the Premises pursuant to a Sublease Agreement dated November 3, 1988, as amended ("Prior Sublease Agreement") between CA One Services, Inc. (formerly known as Concession Air Corporation) and Tenant, which CA One Services, Inc. assigned all of its right, title and interest thereunder to Landlord effective as of September 1, 2001. Tenant hereby acknowledges and agrees that Landlord shall not have any obligation to perform any portion of Landlord's Work as described in Article V and Exhibit B. In addition to Tenant's Work required

under this Sublease, including, without limitation, Article V and Exhibit B, Tenant's Conceptual Plans and Final Drawings shall also include detailed demolition plans for the Premises ("Demolition Plans"), which shall be subject to review and approval by Landlord and the Authority. Tenant's Demolition Plans shall include details showing all work necessary or required to completely demolish any existing improvements located within the Premises, including, but not limited to, removal of ceiling grids, finish materials, storefront, light fixtures, partitions (excluding demising partitions adjacent to other concession facilities) and all existing utility systems and components that will not be reused to serve the Premises. Tenant shall submit its Demolition Plans simultaneously and part of its submission of Tenant's Conceptual Plans and Final Drawings. As part of Tenant's Work hereunder, Tenant shall also subdivide all existing utilities for use by other occupants in the portion of the premises previously subleased to Tenant under the Prior Sublease Agreement which Tenant is surrendering to Landlord and shall erect demising studs and walls to segregate the Premises from the adjacent areas being so surrendered.

Section 27.32 **TERMINATION OF PRIOR SUBLEASE AGREEMENT AND WAIVER OF ANY REIMBURSEMENTS.** Tenant currently operates a food & beverage concession facility in the Premises pursuant to the terms and provisions of the Prior Sublease Agreement, which was assigned to Landlord, as Sublessor thereunder, by CA One Services, Inc. effective as of September 1, 2001. The term of the Prior Sublease Agreement is to expire as of the close of business on October 31, 2003. Tenant, in consideration of Landlord entering into this Sublease, agrees with Landlord that the Prior Sublease Agreement shall automatically terminate on the earlier of the opening of the Premises or the Latest Rental Commencement Date ("Effective Termination Date") without any further action on the part of Landlord, as Sublessor, or Tenant, as Sublessee, thereunder. Tenant shall close the Premises (subleased under the Prior Sublease Agreement and referred to therein as Room No. 108 C) on July 8, 2002, in order to commence and complete Tenant's Work required to completely reconstruct the Premises. Any rentals and other payments due from Tenant to Landlord and the Authority under the Prior Sublease Agreement shall be completely abated during the period commencing on July 8, 2002 until the Rental Commencement Date set forth in this Sublease. Further, Tenant hereby waives and forever releases any and all rights to receive payment from either Landlord and/or the Authority for any and all amounts otherwise entitled to be reimbursed to Tenant upon the termination of the Prior Sublease Agreement, including, without limitation, "Concession Air's Unamortized Investment (as defined in Section 1.C. of the Continental Agreement), attributable to the Premises, together with interest thereon if, as and when received from Continental under Section 1.7.2 of the Prior Sublease Agreement as well as any other sums required or contemplated to be reimbursed to Tenant under any other provisions of the Prior Sublease Agreement including, but not limited to, any unused portion of the "Interim Refurbishment Contribution" under Section 2.9 of the Prior Sublease Agreement. Such waiver and release shall be effective as of the mutual execution of this Sublease by Tenant and Landlord.

Section 27.33 **MID TERM REINVESTMENT.** After Tenant's initial reconstruction of the Premises in accordance with the requirements for Tenant's Work set forth in this Sublease, Tenant hereby agrees with Landlord that following the end of the fifth Lease Year, Tenant shall commence to refurbish and/or remodel the "public areas" of the Premises and complete the same before the end of the sixth Lease Year ("Mid Term Reinvestment"). The parties agree that the term "public areas" shall mean all portions of the Premises including décor, façade and store fronts, menu boards, signage and graphics, and all other areas or surfaces within the Premises that are visible to the public such as Fixed Improvements and Operating Equipment. The scope of Tenant's Work for the refurbishment and/or remodeling of the "public areas" of the Premises shall be determined in Tenant's commercially reasonable discretion (following consultation with Landlord) and be subject to prior approval by Landlord, such approval not to be unreasonably withheld and the prior approval of the Authority pursuant to the TAA process and shall complete such work within 60 days after commencing the same. Such renovation, refurbishment and/or remodeling shall be made in accordance with the provisions regarding alterations to the Premises as provided in this Sublease and shall be undertaken by Tenant as expeditiously as possible in order to minimize the time period in which the Premises are being so refurbished and/or remodeled. If Tenant is not able to operate its business in the

Premises during the period that Tenant is performing the refurbishment and/or remodeling of the "public areas" of the Premises, all Rentals shall be completely abated hereunder during the actual number of days that Tenant is prevented from operating; provided, however, such abatement period shall not exceed a maximum of 60 days.

Section 27.34 **TERMINAL CLOSURE, RENTAL ABATEMENT.** Notwithstanding anything in this Sublease to the contrary, in the event the entire Terminal (both airside and roadside access) is totally closed for business to the public for more than 2 complete and consecutive days, Tenant's obligation to pay Rental to Landlord shall be abated (except as otherwise set forth in the Agreement as to the PA Share) during such period that the entire Terminal is so totally closed for business to the public, such abatement of Landlord's share of the Rental to be effective retroactive back to the first date of any such total closure of the entire Terminal. Upon the reopening of any portion of the Terminal, Tenant's payment of all Rental to Landlord shall immediately recommence on the date of such reopening.

Section 27.35 **TENANT'S OBLIGATION TO ENTER INTO FRANCHISE OR LICENSE AGREEMENT FOR THE OPERATION OF PREMISES TO A CERTIFIED DBE PARTICIPANT AND TO TRANSFER THIS SUBLEASE AND/OR SUB-SUBLEASE THE PREMISES TO SUCH CERTIFIED DBE PARTICIPANT.** Tenant acknowledges and agrees that this Sublease requires Tenant to enter into a bona-fide license and/or franchise agreement with a certified DBE participant ("Tenant's DBE Participant") owning not less than a 100% interest in the bona-fide licensed and/or franchised operation (collectively, "DBE License Agreement") for the operation of the business in the Premises. Tenant's DBE Participant shall be subject to the prior approval of the Authority. Tenant hereby covenants and agrees with Landlord that prior to the Rental Commencement Date, Tenant shall enter into a legal DBE License Agreement with Tenant's DBE Participant and cause Tenant's DBE Participant to become a certified DBE by the Authority. The DBE License Agreement shall contain all of the required provisions so that Tenant's DBE Participant shall be certified as a DBE and such DBE License Agreement is subject to the Landlord's and the Authority's prior written approval as determined in the their respective discretion. Tenant's DBE Participant shall maintain not less than a 100% interest in the ownership, control, management, responsibilities, risks and profits of the business operation to be conducted in the Premises ("Tenant's DBE Participant's Interest") at all times during the Term of this Sublease. Immediately following the certification of Tenant's DBE Participant and approval of the DBE License Agreement and prior to the Rental Commencement Date, Tenant shall have the affirmative obligation to either Transfer this Sublease or sublet the entire (but not a part of) the Premises to Tenant's DBE Participant, subject to the prior written approval of Landlord, such approval not to be unreasonably withheld, conditioned or delayed and subject to the prior written approval of the Authority. The documents evidencing such Transfer of this Sublease or further sublease of the Premises shall be subject and subordinate to all of the terms and provisions of this Sublease, the form and content of which is also subject to the prior written approval of Landlord, such approval not to be unreasonably withheld, conditioned or delayed and subject to the prior written approval of the Authority. Notwithstanding any such Transfer of this Sublease or further sublease of the Premises, Tenant shall continue to remain primarily liable to Landlord and the Authority at all times for all of Tenant's obligations as set forth in this Sublease. Tenant shall be in material default under the terms and provisions of this Sublease, and Landlord shall have all remedies available to it under this Sublease and at law or in equity arising from Tenant's material default, in the event that: (a) Tenant's DBE Participant fails to obtain DBE certification from the Authority on or before the Rental Commencement Date; (b) Tenant's DBE Participant fails to maintain such DBE certification continuously throughout the Term of this Sublease, subject to applicable notice and cure periods provided in Article XIX; (c) Tenant fails to maintain Tenant's DBE Participant's Interest in this Sublease continuously throughout the Term of this Sublease, subject to applicable notice and cure periods provided in Article XIX; (d) the DBE License Agreement between Tenant and Tenant's DBE Participant is not approved by Landlord and the Authority within 30 days after the execution of this Sublease; or (e) Tenant fails to enter into and consummate the Transfer of this Sublease or the further sublease of the Premises to Tenant's DBE Participant prior to the reopening of the Premises for business to the public. Subject to the 20 day cure period as specified in

Section 19.01, any such material default hereunder shall: (i) not be excused regardless of the reasons therefor, including, without limitation, reasons and/or delays attributable to Landlord, the Authority, Tenant or Tenant's DBE Participant, and (ii) be deemed a default that can be cured within 20 days after notice, for purposes of Section 19.01 of the Sublease. Further, Tenant hereby acknowledges and agrees that in the event that the Transfer of this Sublease or the further sublease of the Premises to Tenant's DBE Participant is not consummated on or before the Rental Commencement Date, Tenant shall not have the right to open for business in the Premises; provided, however, Tenant shall be obligated to pay all Rentals in accordance with the terms and provisions of this Sublease.

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:

MCDONALD'S CORPORATION,
a Delaware corporation

By: _____

Print Name: Catherine A. Griffin

Its: Vice President

ATTEST:

By: _____

Print Name: S. Naseem Anjam

Its: Counsel

LANDLORD:

CONTINENTAL AIRLINES, INC.,
a Delaware corporation

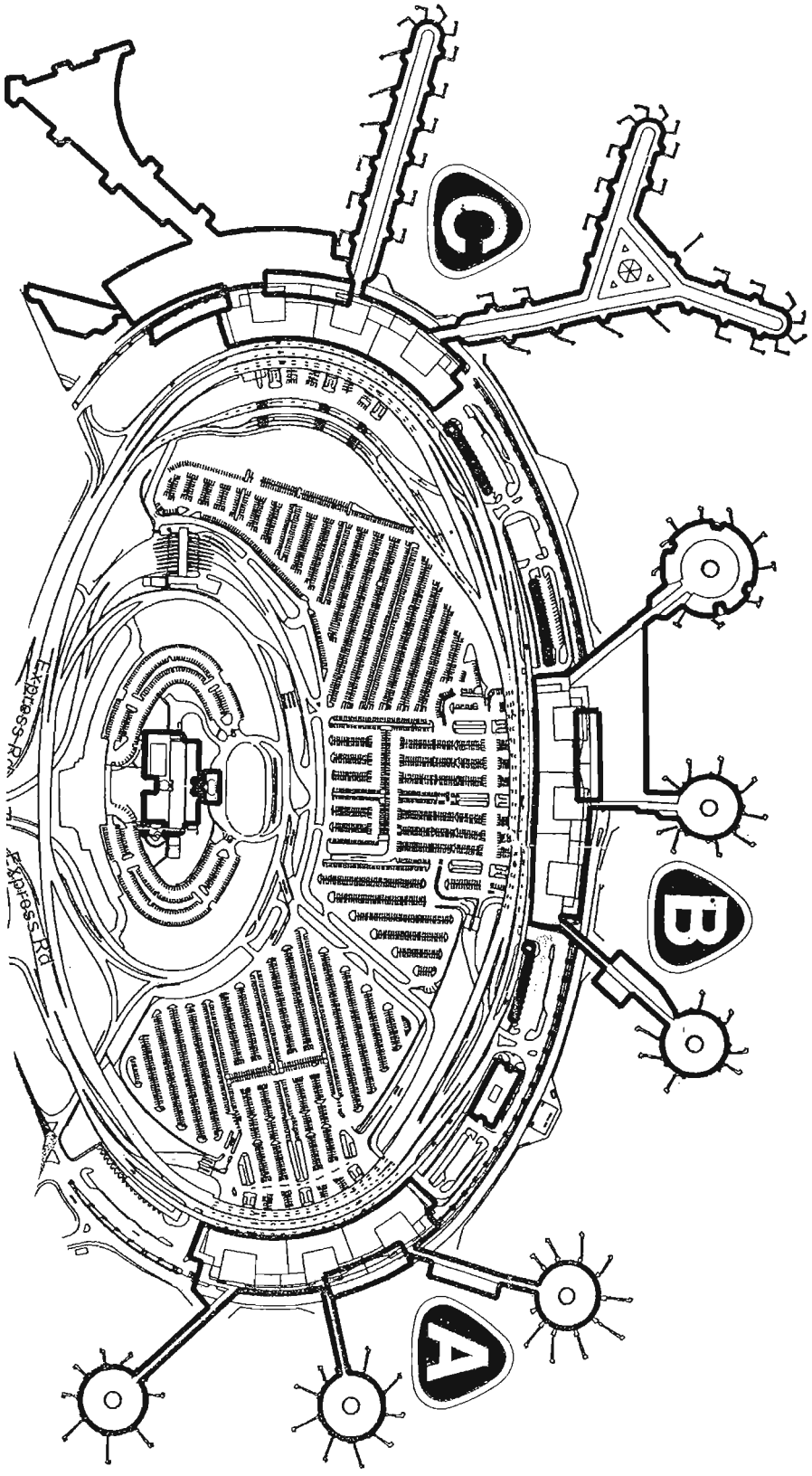
By: _____

Print Name: Holden Shannon

Its: Vice President
Corporate Real Estate
& Environmental Affairs

McDonald's Sublease.doc

EXHIBIT A1



NEWARK INTERNATIONAL AIRPORT

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. Landlord or its predecessor-in-interest constructed 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. Landlord shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of asbestos, polychlorinated biphenyls or other hazardous or toxic materials (collectively, "Hazardous Materials") that exist within the Premises as of the date Tenant is delivered possession of the Premises. Landlord shall remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Hazardous Materials that Landlord determines, in its discretion, is necessary for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord 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 Hazardous Materials so encountered until Landlord has determined whether it is necessary to remediate or remove the same.

B. The term Landlord's Work shall mean Landlord's total responsibility for construction of improvements within the Terminal as set forth in this Exhibit B. The cost of Landlord's Work shall be borne as set forth in this Exhibit B. Landlord's Work shall be of a design, type, size, location, quality and nature as may be selected by Landlord from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of Landlord's Work under this Exhibit B 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 demolish any existing improvements located within the Premises, if any, required to return the Premises to a shell condition (including, but not limited to, removal of ceiling grids, finish materials, storefront, light fixtures, partitions (excluding demising partitions) and all existing utility systems and components that will not be reused to serve the Premises) and to complete the Premises, except those items of work that are specifically included under this Exhibit B as part of Landlord's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord'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 Landlord's design criteria for the Terminal ("Tenant Design Criteria and Handbook") and with all of the requirements set forth in the most current edition of the Authority's Tenant's Construction or Alteration Application and other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal ("TAA"). All details and information contained in either the Tenant Design Criteria and Handbook or the TAA, 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 Design Criteria and Handbook, the TAA and its process requirements are incorporated herein and made a part of this Exhibit B and the

Sublease. This Exhibit B, the Tenant Design Criteria and Handbook, the TAA and its 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 B.

2. The Tenant Design Criteria and Handbook.

3. The TAA and its process requirements.

4. Tenant's Final Drawings, as approved by Landlord 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 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 remodeling and alterations and any and all remodeling and alterations required of Tenant by Landlord or the Authority under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit B and the most current editions of the Tenant Design Criteria and Handbook and the TAA.

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 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 the Authority 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 27.27 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord and the Authority for the protection of Landlord, 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 Terminal C Lease, the Sublease, this Exhibit B, Tenant Design Criteria and Handbook, Tenant's Agreement with the Authority and the TAA; and (iv) for all Fixed

Improvements and other 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 the Authority, each of which shall name Landlord 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 G and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. LANDLORD'S WORK.

A. Landlord's Work to be performed or provided at Landlord's sole cost and expense shall be limited to the following:

1. Landlord shall not have any obligation to improve any portion of the Premises, it being expressly understood and agreed to by Tenant that the Premises are being delivered by Landlord to Tenant in its then existing "AS IS" "WHERE LOCATED" condition; provided, however, if applicable, Landlord may perform the safe remediation or removal of any pre-existing Hazardous Materials located within the Premises as set forth in Part I. A. above of this Exhibit B.

2. Public use service corridors, if any, which have not been previously provided by Landlord, located as required by code or as selected by Landlord, with such corridor walls, if any, finished on the corridor side only.

B. Landlord may, but shall not be required, to provide additional items of basic building shell or utility conduit services for the Premises as part of Landlord's Work. If applicable, such additional items, if any, shall be provided in accordance with Landlord'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 Design Criteria and Handbook and the TAA and submit them to Landlord and the Authority (if the Authority determines to review Conceptual Plans) for approval, such approval to be in 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:

Demolition Plans: To include details showing all work necessary or required to demolish any existing improvements located within the Premises, if any, required to return the Premises to a shell condition (including, but not limited to, removal of ceiling grids, finish materials, storefront, light fixtures, partitions (excluding demising partitions) and all existing utility systems and components that will not be reused to serve the Premises).

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.

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.

Mechanical, Engineering and Plumbing: Connections to base building systems and locations of piping, ductwork, equipment and materials; catalog cuts and/or details for the make, model and capacity of all new equipment including location and electrical requirements; location or return air systems; incorporation of all applicable design criteria; floor plan and riser diagram for all new plumbing fixtures; show interface with base building smoke control system and building automation system.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

Fire Suppression System: Sprinkler head layout and connection point to the base building system; location of all smoke detectors, pull stations, alarm bells and fire extinguishers; interior fixtures, shelving, etc., that may affect sprinkler discharge; and any and all changes to the wet sprinkler supply system.

Fire Alarm System: Plans showing all initiating and indication devices in accordance with the Authority's fire alarm design criteria; compliance with Landlord, the Authority and State of New Jersey requirements and ADA; locations of addressable smoke detectors, duct smoke detectors, etc.

Electrical Drawings: Floor plans showing outlets; other electrical equipment; location of panelboard and switchboards; projected electrical loads; and incorporation of applicable design criteria contained in the electrical requirements.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Special Systems: Including telephone and data transmission line systems, fire alarm system, 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 Landlord'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.

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 Design Criteria and

Handbook and the TAA. 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 Design Criteria and Handbook for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the Landlord approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 30 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 Jersey, at a minimum, include the following:

Demolition Plans: To include details showing all work necessary or required to demolish any existing improvements located within the Premises, if any, required to return the Premises to a shell condition (including, but not limited to, removal of ceiling grids, finish materials, storefront, light fixtures, partitions (excluding demising partitions) and all existing utility systems and components that will not be reused to serve the Premises).

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 Design Criteria and Handbook and the TAA 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 Design Criteria and Handbook, the TAA 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 Landlord'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 Design Criteria and Handbook and the TAA.

D. Tenant shall submit to the Landlord 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 Design Criteria and Handbook and the TAA.

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 10 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 Design Criteria and Handbook and the TAA for the required permitting process.

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 Jersey 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, the Landlord or the Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord one (1) set of mylar "as-built" drawings (and preferably specifications) and Computer Aided Drafting and Design (CADD) drawings, duly

certified by a New Jersey registered architect or registered engineer, no later than 90 days after opening for business in the Premises.

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 B and the Tenant Design and Construction Procedures.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant Design Criteria and Handbook, the TAA and this Exhibit B have been completed.

K. Security clearance must be completed as required by the Authority.

L. Separate construction deposits of a minimum of $5,000.00 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 B and the documents referenced herein and approval by both Landlord's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord and the Authority.

M. During the construction periods at the Terminal, the Landlord, Tenant and their agents, servants, employees and contractors 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, Landlord, Tenant and their respective agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by the Authority at the Airport as to the conduct of their work. Tenant and its agents shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Tenant's Premises, or within a defined staging area for the exclusive purpose of supporting the Tenant's Premises construction, subject to Landlord 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 Design Criteria and Handbook and the TAA.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant and the Authority, in accordance with their respective insurable interest. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord and the Authority.

O. Tenant shall provide, maintain and identify the Authority and the 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, Landlord, or an independent professional firm retained by the Authority or Landlord, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, Landlord and/or their auditing firm shall have the right upon 7 days advance request by the Authority or Landlord during the Term hereof and for such longer period as required in Tenant's Agreement with 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 the Tenant who shall make all construction records available to the Authority or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority 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 Landlord'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 $75.00 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.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord (or its agent) 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 monthly.

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, 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 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 requirements and Permits for the performance of Tenant's Work.

EXHIBIT C

[PANYNJ SUBTENANT AGREEMENT FORM]

EXHIBIT D

DISADVANTAGED BUSINESS ENTERPRISES

To qualify as a Disadvantaged Business Enterprise ("DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Part 23 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)).

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 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 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 DBEs and such firms not so listed, but certified by the Authority as DBEs hereunder, will count towards DBE requirements.

Certification of DBEs hereunder shall be made by the Office of 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 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 Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, Newark, New Jersey 07102. 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 Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT E

NEWARK INTERNATIONAL AIRPORT - Terminal C
SUBTENANT CERTIFIED SALES & RENT STATEMENT

SUBTENANT: _____ SPACE #: _____ CONTACT: _____

YEAR: _____ LEASE #: _____ PHONE: _____

MONTH	GROSS SALES	RENT								
		Guaranteed Rent	Percentage Rent				Mrktg Fund 0.5%	Utilities	Maint. Support Charge	Total Rent
			Breakpoint	Overage	%	Rent				
Jan										
Feb										
Mar										
Apr										
May										
Jun										
Jul										
Aug										
Sep										
Oct										
Nov										
Dec										
Y-T-D										

CERTIFICATION:

Signed: _____ Date: _____

Title: _____

EXHIBIT F

ADDITIONAL INSURED ENTITIES

Each of Tenant's insurance policies required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

CONTINENTAL AIRLINES, INC., a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware 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:

Continental Airlines, Inc.
c/o Westfield Concession Management, Inc.
Newark International Airport-Terminal C
Newark, New Jersey 07114
Attention: General Manager

The certificate holder on each of the Certificates of Insurance shall be as follows:

Continental Airlines, Inc.
c/o Westfield Concession Management, Inc.
Newark International Airport-Terminal C
Newark, New Jersey 07114
Attention: General Manager

EXHIBIT G
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

PART I

NON-DISCRIMINATION 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 Fixed 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 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, 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 Authority and the United States Government or otherwise. Tenant's non-compliance with the provisions of this Exhibit G, Part I shall constitute a material breach of this Sublease. In the event of any such breach of any of the above non-discrimination provisions, the Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of 7 days after receipt of written notice from the Authority, Landlord shall have the right to terminate this Sublease and the letting thereunder with the same force and effect as a termination under Article XIX of this Sublease, or may pursue such other remedies as be provided by law; and as to any or all the foregoing, each of Landlord and the Authority may take such action as the United States may direct. Tenant shall indemnify and hold harmless Landlord and the 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 Exhibit G, Part I and Tenant shall reimburse Landlord and the Authority for any loss or expense incurred by reason of such noncompliance. Nothing contained in this Exhibit G, Part I 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 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 Exhibit G, Part II or Section 2 of this Exhibit G, Part I, 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 judgement (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 the Authority for its review and approval Tenant's Affirmative Action Program, within 6 months after the execution of this Sublease. Tenant shall incorporate in Tenant's Affirmative Action Program such revisions and changes which the Authority initially or from time to time may reasonably require. Tenant throughout the Term of this Sublease shall document its efforts in implementing Tenant's Affirmative Action Program, shall keep the Authority fully advised of Tenant's progress in implementing Tenant's Affirmative Action Program and shall supply to the Authority such information, data and documentation with respect thereto as the Authority may from time to time and at any time request, including but not limited to annual reports.

4. In the implementation of Paragraph 3, the 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 Paragraph 3 as effectuating the provisions of Paragraph 3. If the 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 Authority may waive the applicability of the provisions of 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.

5. Tenant shall furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Terminal; furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and, without being construed in derogation of ArticleVII 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.

6. Tenant acknowledges that: (a) the 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 Authority may in the future apply for and receive further such grants. In connection therewith, the 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 Exhibit is therefore a special consideration and inducement for the Authority to enter into the Agreement between Tenant and the 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 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 Authority may direct. (b) Without limiting the generality of Exhibit G, Part I, 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 sublease, license or franchise agreement that it enters and cause those businesses to similarly include the statements in such further agreements, the foregoing not to be construed as approval by Landlord or the Authority of any such subsequent sublease, license or franchise agreements as required. Exhibit D to this Sublease is hereby incorporated by reference into this Exhibit G.

PART II

CONTRACTOR BID CONDITIONS

A. AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority hereby requires Tenant and Tenant shall require Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G. The provisions set forth in this Part II.A. 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 "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 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 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 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 Port of New York District, Tenant/Contractor shall be deemed bound to such different goals and this Exhibit G, Part II 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 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) Contractor shall provide written notification to Tenant and Tenant shall provide written notification to the Manager of the Office of 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 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 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) 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 Contractor should reasonably be able to achieve in each construction trade in which it has employees in the Premises. 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 Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse 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 Contractor during the training period, and 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) Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. 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 Contractor's employees are assigned to work. Contractor, where possible, will assign two or more women to each Phase of the construction project. Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the Premises are aware of and carry out 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 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 application 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 Contractor by the union or, if referred, not employed by Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions Contractor may have taken. (4) Provide immediate written notification to Tenant when the union or unions with which Contractor has a collective bargaining agreement has not referred to Contractor a minority person or woman sent by Contractor, or when Contractor has other information that the union referral process has impeded 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 Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above. (6) Disseminate Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperations in assisting Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in 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 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, 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 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 Contractor's EEO policy with other Contractors and Subcontractors with whom 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 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, 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 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 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 Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that; 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 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 Contractor. The obligation to comply, however, is Contractor's and failure of such a group to fulfill an obligation shall not be a defense for Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. 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, Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though Contractor has achieved its goals for women generally, Contractor may be in violation hereof if a specific minority group of women is underutilized).

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

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

(m) 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) 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 Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) 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, 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.

III. 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 the Authority, the Contractor shall request such employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with Tenant 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; and (e) "Contractor" as used herein shall include each contractor and subcontractor at any tier of construction.

B. MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the 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 (WBE's) in the construction work, pursuant to the provisions of this Exhibit G. 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. A minority shall be as defined in paragraph II(c) of Part II.A. of this Exhibit G. "Meaningful participation" shall mean that at least twelve percent (12%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and that at least five percent (5%) of the total dollar value of the construction contracts (including subcontracts) 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. Contractor shall maintain records detailing the efforts made to provide the 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 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 Office of Business and Job Opportunity of the Authority. If Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be required by the Authority from time to time. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, Newark, New Jersey 07102. Eligibility for certification shall be made in writing over the name of the Director in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding. For inquiries or assistance, please contact the Office of Business and Job Opportunity at 973-565-5522.

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 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 60 percent of expenditures to MBE/WBE suppliers will count towards meeting MBE and WBE goals. However, expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT H

STREET PRICING REQUIREMENTS -TERMINAL C

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 Landlord 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 Landlord'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 in duty free goods at the region's airports be comparable to the prices charged in duty free stores other airports in the Northeastern U.S. 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 Port of New York District.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, Landlord 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 the following regional malls: Garden State Plaza, Paramus, New Jersey; the Mall at Short Hills, Short Hills, New Jersey; and Newport Center, Jersey City, New Jersey.

2. Newsstand Concession Facilities. For price comparative purposes, Landlord requires that the prices charged in the newsstand concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to the following convenience store chains located in the Port of New York District: 7-Eleven and Quick-Check. For price comparative purposes, Landlord requires that the prices charged in the newsstand concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the local malls referenced in part B.1. as well as to the local convenience store chains referenced in this part B.2.

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 specialty retail and food & beverage establishments located in the regional malls listed in part B.1. 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 local malls. Tenant's prices on any comparable items may not exceed the average of those 5 priced similar items.

D. Newsstand Premises 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 convenience store chains listed in part B.2. and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the local malls referenced in part B.1. 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 locations operated by such convenience store chains and comparable establishments in such local malls. Tenant's prices on any specific item may not exceed the average of those 5 priced similar items.

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 premarked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail premarked price without the prior written approval of Landlord and the Authority, which approval shall not be unreasonably withheld. When an item has no suggested retail price or premarked price, the item shall be sold at a price as first approved by Landlord and the Authority, which approval shall not be unreasonably withheld.

EXHIBIT I

Port Authority of New York and New Jersey
225 Park Avenue South
New York, NY 10003
Attn: CREDIT MANAGER

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____A_____, we _____B_____, hereby open this CLEAN IRREVOCABLE 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 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/New Jersey 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 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 _____, 2002." Partial drawings under this Letter of Credit are permitted.

This CLEAN IRREVOCABLE LETTER OF CREDIT expires at the close of business on ____F_____, 2002. This CLEAN IRREVOCABLE 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 the 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 Letter of Credit within the then applicable expiration date, no statement required.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS 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 L/C IDENTIFICATION NUMBER.
D – INSERT DOLLAR VALUE OF INSTRUMENT.
E – INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
F - INSERT EXPIRATION DATE OF SUBLEASE PLUS SIXTY DAYS.

EXHIBIT J

CORPORATION

GUARANTY

THIS GUARANTY ("Guaranty") is made as of this____ day of _____, 2002, by, _____ ("Guarantor"), to and for the benefit of CONTINENTAL AIRLINES, INC., ("Landlord") and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Authority").

WITNESSETH:

WHEREAS, Landlord and _____ ("Tenant") have entered into that certain sublease dated _____, 2002, (the "Sublease"), for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

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

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

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

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

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

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

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

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

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

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

7. As a further inducement to Landlord to make and enter into the Sublease and perform its

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

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

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

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

ATTEST: **[GUARANTOR]**

_____ By_____(SEAL)

Address: _____

_____

_____

Telephone: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2002, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the _____ and _____ known to me to be the _____, of _____, the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

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

_____
Notary Public in and for
said County and State

(SEAL)

My Commission Expires_____

INDIVIDUAL

GUARANTY

THIS GUARANTY (the "Guaranty") is made as of this____ day of _____, 2002, by _____(individually and collectively the "Guarantor"), to and for the benefit of CONTINENTAL AIRLINES, INC., ("Landlord") and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Authority").

WITNESSETH:

WHEREAS, Landlord and _____ ("Tenant") have entered into that certain sublease dated _____, 2002, (the "Sublease"), for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed as of the date first written above.

_____
Guarantor

Address: _____

_____

_____

Telephone: _____

1. Driver's License:
   (a) State: _____
   (b) Number: _____
2. Birth Date: _____
3. Soc. Sec.: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2002, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____, known to me to be the person whose name is subscribed to the within Instrument and acknowledged that he/she executed the same.

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

_____
Notary Public in and for
said County and State

(SEAL)

My Commission Expires_____

EXHIBIT K

TENANT'S INITIAL MENU OFFERING

Breakfast Menu:

Egg McMuffin, Sausage McMuffin w/Egg, Sausage McMuffin, English Muffin (only), Biscuit (only), Sausage Biscuit, Sausage Egg Biscuit, Bacon Egg Cheese Biscuit, Bagel, Spanish Omelet Bagel, Steak Egg Cheese Bagel, Ham Egg Cheese Bagel, Breakfast Burrito, Big Breakfast Platter, Deluxe Big Breakfast Platter, Hot Cakes & Sausage Platter, Small Breakfast Platter, Hash Browns, Bakery Muffin, Cinnamon Roll, Extra Value Meals (includes 12 oz. coffee/hash browns in various combinations of above breakfast items).

Lunch/Dinner Menu:

Hamburger, Cheeseburger, Double Cheeseburger, Big Mac, Quarter Pounder (single and double), Quarter Pounder w/cheese (single and double), Homestyle (single and double), Big & Tasty, Filet-O-Fish, Hot & Spicy McChicken, Crispy Chicken, Chicken McGrill, Chicken McNuggets (6/9/20/50 pieces), Happy Meals (Hamburger, Cheeseburger, Chicken McNugget), Mighty Kids Meals (Double Hamburger, Double Cheeseburger, or 6 piece Chicken McNugget), Shaker Salads (Grilled Chicken Caesar, Caesar, Chef, Garden), French Fries (small, medium, large, super size), Extra Value Meals (includes medium drink, french fries in various combinations of above lunch/dinner items).

Snacks/Dessert Menu:

Apple Pie, Sundaes (Fudge, Caramel, Strawberry), Cones, Parfait, Cookies, McFlurry (12/16 oz.).

Non-Alcoholic Beverages:

Milk, Shakes (Vanilla, Strawberry and Chocolate), fountain and/or bottled sodas (12/16/21.9/32/42 oz.), orange juice (12/16 oz.), coffee (regular and decaf), tea (hot and iced).

UNITED

AVIATION DEPT.
FILE COPY

VIA FEDERAL EXPRESS
November 1, 2011

ANB-396

McDonald's Corporation
One McDonald's Plaza, Dept 099
Oak Brook, IL 60523
Attention: Director, Airport Development

Re: McDonald's, Space No. 25 ("Premises")
Newark Liberty International Airport, Terminal C, Newark, New Jersey

Sublease dated October 31, 2002, between Continental Airlines, Inc., as Landlord, and McDonald's Corporation, as Tenant (as previously amended and supplemented, the "Sublease")

Dear Mr. Kenneth S. Shiner:

As you know, Landlord and Tenant have previously extended the Sublease until December 31, 2011, pursuant to a letter agreement executed by Landlord and Tenant. Please note that Landlord has agreed to permit Tenant to remain in the Premises under the terms and conditions of the existing Sublease and to further extend the term of the Sublease until June 30, 2012.

If you agree to the extension of the Sublease granted herein, pursuant to the terms hereof, please execute two (2) counterparts of this letter agreement in the space provided below and return one (1) fully executed original counterpart to my attention no later than November 7, 2011. Please note that Tenant's use and occupancy of the Premises shall continue to be governed by the Sublease, as extended hereby.

Thank you for your attention to this matter.

Sincerely,

Gavin Molloy
Managing Director – Airport Affairs

ACCEPTED AND AGREED TO THIS 1st DAY
OF NOVEMBER, 2011

McDonald's Corporation

BY: Bruce Neumann

NAME: Bruce Neumann

TITLE: Senior Counsel

UNITED

VIA FEDERAL EXPRESS

March 15, 2012

A NB - 396

McDonald's Corporation
One McDonald's Plaza, Dept 099
Oak Brook, Ill. 60523
Attention: Bruce Neumann, Senior Counsel

Re: McDonald's, Space No. 25 ("Premises")
Newark Liberty International Airport, Terminal C, Newark, New Jersey

Sublease dated October 31, 2002, between Continental Airlines, Inc., ("Landlord"), and McDonald's Corporation, ("Tenant") (the "Sublease")

Dear Mr. Neumann:

Landlord and Tenant have agreed that Tenant will remain open and operating in the Premises beyond the current expiration date for the Sublease which is June 30, 2012. Please note that Landlord has agreed to permit Tenant to remain in the Premises under the terms and conditions of the existing Sublease and to further extend the term of the Sublease to March 30, 2013.

If you agree to the extension of the Sublease granted herein, pursuant to the terms hereof, please have three (3) original counterparts of this letter agreement executed in the space provided below and return two (2) fully executed original counterparts to **Philip Capozzi, General Manager, Westfield Concession Management, Newark Liberty International Airport, 1 Terminal C, Newark, New Jersey, 07114**, no later than March 30, 2012. Please note that Tenant's use and occupancy of the Premises shall continue to be governed by the Sublease, as extended hereby.

Thank you for your attention to this matter.

Sincerely,

Gavin Molloy
Managing Director – Airport Affairs

ACCEPTED AND AGREED TO THIS 26th
DAY OF March, 2012

McDonald's Corporation

BY: _____

NAME: Mark Meister

TITLE: Senior Counsel

THE PORT AUTHORITY OF NY & NJ

April 13, 2012

McDonald's Corporation
One McDonald's Plaza, Dept. 099
Oak Brook, Illinois 60523

Attn: Mark Meister

RE: McDONALD'S CORPORATION ANB-396 DATED AS OF OCTOBER 31, 2002

Dear Mr. Meister:

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

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

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

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

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

charge(s) or other service charge(s), if any, payable under the provisions of the Permit with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid under the Permit. Nothing herein is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under the Permit, including without limitation the Port Authority's rights to revoke the Permit or (ii) any obligations of the Permittee under the Permit;

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

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

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

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

Very truly yours,

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Susan M. Bush
Senior Manager
Concessions & Central Agreements
Aviation Department

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

McDONALD'S CORPORATION

By

Name: Catherine A. Griffin
(Please Print Clearly)

Title: Vice President

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.

By

Name: Gavin Molloy
(Please Print Clearly)

Title: Managing Director
Airport Affairs

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

THE PORT AUTHORITY OF NY & NJ

March 19, 2012

McDonald's Corporation
One McDonald's Plaza, Dept. 099
Oak Brook, Illinois 60523

Attn: Mark Meister

RE: McDONALD'S CORPORATION ANB-396 DATED AS OF OCTOBER 31, 2002

Dear Mr. Meister:

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

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

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

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

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

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

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

Very truly yours,

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Susan M. Bent
Senior Manager
Concessions & Central Agreements
Aviation Department

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

McDONALD'S CORPORATION

By DMN

Name: Catherine A. Griffin
(Please Print Clearly)

Title: Vice President

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.

By

Name: Gavin Molloy
(Please Print Clearly)

Title: Managing Director - Airport Affairs

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