Torres Rojas, Genara FOI #14433

From: michael.bootier@bipc.com
Sent: Monday, November 25, 2013 5:37 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; Qureshi, Ann
Subject: Freedom of Information Online Request Form

Information:

First Name: Michael
Last Name: Bootier
Company: Buchanan Ingersoll & Rooney
Mailing Address 1: 50 S 16th Street
Mailing Address 2: Ste 3200
City: Philadelphia
State: PA
Zip Code: 19102-2555
Email Address: michael.bootier@bipc.com
Phone: 215 665 3833
Required copies of the records: Yes

List of specific record(s):
The concession agreement including any and all amendments thereto between Westfield and American Airlines for JFK Terminal 8.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

December 6, 2013

Mr. Michael Bootier
Buchanan Ingersoll & Rooney
50 S 16th Street, Suite 3200
Philadelphia, PA 191022555

Re: Freedom of Information Reference No. 14433

Dear Mr. Bootier:

This is in response to your November 25, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the concession agreement including any and all amendments thereto between Westfield and American Airlines for JFK Terminal 8.

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/14433-LPA.pdf. Paper copies of the available records are available upon request.

Certain material responsive to your request ies exempt from disclosure pursuant to exemptions (1/4) of the Code.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

Attachment

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

: For Port Authority Use Only:
:
: AYD-476 :

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

JOHN F. KENNEDY INTERNATIONAL AIRPORT
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 John F. Kennedy International Airport, in the Borough and County of Queens, City and State of New York, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. PERMITTEE: WESTFIELD CONCESSION MANAGEMENT INC., a Delaware corporation

2. PERMITTEE'S ADDRESS: 11601 Wilshire Blvd., 12th Floor, Los Angeles, California 90025

3. PERMITTEE'S REPRESENTATIVE: George Giaquinto, Jr., Vice President

4. PRIVILEGE: As set forth in Special Endorsement No.1

5. FEES: As set forth in Special Endorsement No. 2

6. EFFECTIVE DATE: September 2, 2004

7. EXPIRATION DATE: December 27, 2015, subject to earlier termination or revocation as provided in Section 1 of the following Terms and Conditions and the Special Endorsements annexed hereto

8. ENDORSEMENTS: 3.1, 6.1, 8.0, 9.1, 9.5, 9.6, 14.1, 16.1, 17.1, 19.2, 21.1, 22 and SPECIAL

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Dated: As of September 2, 2004

By _____

(Title) Assistant Director

APPROVED:
FORM | TERMS
WG | SB

WESTFIELD CONCESSION MANAGEMENT INC.

By _____
GEORGE GIAQUINTO, JR. Vice President

CONSENTED AND AGREED TO
AS OF SEPTEMBER 2, 2004:

AMERICAN AIRLINES, INC.

By: Laura Einspanier
Laura Einspanier

(Title) Vice President - Corporate Real Estate

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 at any time by the Port Authority, with or without cause, and with or without prior notice. Unless sooner revoked, such permission shall expire in any event upon the expiration date hereinbefore set forth. 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.

2. The permission hereby granted shall in any event terminate with the expiration or termination of the lease of the Airport from the City of New York to the Port Authority under the Amended and Restated Agreement of Lease of the Municipal Air Terminals between the City and the Port Authority, dated as of November 24, 2004 and recorded in the Office of the City Register of the City of New York on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented or amended. No greater rights or privileges are hereby granted to the Permittee than the Port Authority has power to grant under said agreement.

3. The rights granted hereby shall be exercised

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

(b) if the Permittee is an unincorporated association, or a "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.

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

5. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airport. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the General Manager of the Airport. The Port Authority shall have the right to object to the Permittee 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.

6. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Airport as a means of ingress and egress to, from and about the Airport, and also in the use of portions of the Airport 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 Airport.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Airport beyond a reasonable loading or discharging time, except in regular parking areas and upon payment of the regular charges therefor.

7. The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from 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 of the operations, acts or omissions of the Permittee hereunder, including claims and demands of the City against the Port Authority pursuant to the provisions of the aforesaid Agreement of November 24, 2004 between the City and the Port Authority, whereby the Port Authority has agreed to indemnify the City against claims.

8. 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.

9. Any property of the Permittee placed on or kept at the Airport by virtue of this Permit shall be removed on or before the expiration of the permission hereby granted. In the event of revocation, the Permittee shall have two days, exclusive of Saturdays, Sundays and legal holidays (as determined by the laws of the State of New York), after the effective date of revocation, in which to remove such property.

If the Permittee shall so fail to remove such property upon the expiration 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.

10. 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 7 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

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

12. 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 General Manager

of the Airport; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

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 "General Manager of the Airport" or "Manager of the Airport" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the General Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the General Manager or the Acting General Manager of John F. Kennedy International Airport for the time being, or his duly designated representative or representatives.

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

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

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

17. 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.

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

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 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

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

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

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

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

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

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

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

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

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

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

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

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

"John F. Kennedy International Airport", "Airport" or "Facility" shall mean the land and premises in The City of New York, in the County of Queens and State of New York, consisting of certain premises identified as "John F. Kennedy International Airport" on Sheet JFK-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property and premises as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.

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

(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:	$
(b)	Automotive liability insurance:	
	(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
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL ENDORSEMENTS

1. Grant of Privilege.

(a) (i) By agreement of lease dated as of December 22, 2000 bearing Port Authority file No. AYB-085R (said agreement of lease, as heretofore amended and extended, being hereinafter called the "Airline Lease") the Port Authority leased to American Airlines, Inc. (the "Airline") certain premises in the passenger terminal building designated "Passenger Terminal Buildings 8 and 9" at John F. Kennedy 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 the Airline Lease. It was contemplated under the Airline Lease that certain food-and-beverage, news, news & gift, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. Accordingly, in accordance with the applicable provisions of the Airline Lease, the Airline and Westfield Concession Management, Inc. (the "Permittee") have entered into an agreement, made as of September 2, 2004 (which agreement is hereinafter called the "Concession Agreement"), in the form of a contract under which the Permittee agreed to develop, lease, manage and market certain concession facilities in the Terminal, including management of existing concession facilities in the Terminal previously operated by or through Sky Chefs, Inc.

(ii) Pursuant to an Assignment and Assumption Agreement, dated as of June 1, 2004 between the Permittee and Sky Chefs, Inc. and consented to by the Airline, Sky Chefs, Inc. assigned to the Permittee and the Permittee assumed from Sky Chefs, Inc.: (1) the agreement, dated as of July 29, 1994, between Sky Chefs, Inc. and the Airline (as the same was supplemented, the "Sky Chefs Agreement") and (2) the permit, dated as of February 15, 1995 and bearing Port Authority Permit No. AYC-462, between Sky Chefs, Inc. and the Port Authority (the "Sky Chefs Permit"). Pursuant thereto, the Permittee assumed management of the existing concession operations in the Terminal previously operated by or through Sky Chefs, Inc. The Port Authority consented to the assignment of the Sky Chefs Permit pursuant to an Assignment With Assumption and Consent Agreement, dated as of June 1, 2004. Upon the execution of this Permit by the Permittee and the Port Authority and consented to by the Airline, the Sky Chefs Agreement and the Sky Chefs Permit shall automatically terminate, except that (1) the Sky Chefs Agreement and the Sky Chefs Permit shall continue in effect as the same relate to the services to be provided by the Permittee from and after June 1, 2004, in accordance with Article 9 of the Concession Agreement to and including the Effective Date of this Permit and (2) all obligations and liabilities which are intended to survive the termination of the Sky Chefs Agreement and the Sky Chefs Permit shall so survive, including but not limited to indemnity and insurance obligations. The Permittee shall cause the existing security deposit in the form of a letter of credit in the amount of One Million Four Hundred Thousand Dollars ($1,400,000.00), submitted by the Permittee under the Sky Chefs Permit to be amended to the amount of One Million Dollars ($1,000,000.00) and delivered to the Port Authority, and such amended letter of

credit shall be applied to the Permittee's security deposit requirements under this Permit. The Permittee hereby grants its consent to such transfer and application of the previously-provided security deposit to this Permit.

(iii) By its terms, the Concession Agreement is subject and subordinate to the Airline Lease and the Permittee is obligated under the Concession Agreement to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. It was stipulated in the Airline Lease and in the Concession Agreement that the Permittee would also enter into this Permit with the Port Authority covering such services to be provided by Permittee under the Concession Agreement. The Port Authority hereby acknowledges that subject to the provisions of subparagraph (h) of this Special Endorsement, the Port Authority hereby consents to the Concession Agreement as of September 2, 2004.

(b) From and after the Effective Date hereof, the Port Authority grants to the Permittee the privilege of developing, subleasing, managing and marketing concession operations in the Terminal in accordance with terms of the Airline's comprehensive plan for consumer services required pursuant to the Airline Lease, and approved by the Port Authority, but for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege herein granted only in the space and facilities designated in the Concession Agreement and identified in **"Exhibit A"** to this Permit, attached hereto and incorporated by reference herein as such **"Exhibit A"** may be amended from time to time by the parties to the Concession Agreement with the Port Authority's prior written consent, and the Permittee hereby agrees to exercise such privilege subject to all the terms and conditions of this Permit. The Permittee acknowledges that the Port Authority has made no representation or warranty as to the location, size, adequacy or suitability of any of such space or the facilities in the Terminal. Each consumer services concession facility location so designated under the Concession Agreement is sometimes hereinafter referred to as a "Space" and all of the consumer services concession facilities and certain designated portions of the food court public seating areas and other designated public areas as shown and identified on **"Exhibit A"** are hereinafter collectively referred to as the "Concession Area". The Permittee acknowledges and agrees that it has not relied on any representation or statement of the Port Authority, its Commissioners, officers, employees or agents as to the condition or the suitability of the Concession Area for the conduct of the Permittee's operations contemplated hereunder.

(d) It is understood that neither the Permittee nor any Affiliate of the Permittee shall conduct or have any interest whatsoever in any entity conducting a concession operation in any Space. For purposes of this Permit, the term "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 (including any entity in which a person (including any general or limited partner, managing and non-managing member or shareholder of such person) has an ownership interest.

(e) (i) In accordance with the provisions of the Airline Lease and the Concession Agreement, but subject to the terms, conditions and provisions of this Permit, the Permittee shall negotiate, as a landlord, agreements with concession operators (each such specialty retail, news, news & gift, service and/or food-and-beverage concession operator being hereinafter called an "Operator" and such concession operators being hereinafter collectively called "Operators") permitting each Operator to operate a concession facility in a designated Space in the Terminal, provided, however, that the proposed Operator, the agreement to be entered into between the proposed Operator and the Permittee, and the annual leasing plan for the Terminal (as referred to in Article 2 (Exhibits B-1 and B-2) of the Concession Agreement) shall be consented to in advance by the Port Authority (as or to the extent provided under the Airline Lease) and the Airline, and provided, further, that any sublease, sub-sublease, license, permit or concession agreement, or any other form of written agreement, however denominated, including any renewal or modification thereof (hereinafter "Sublease" and collectively "Subleases"), shall be void *ab initio* and of no force or effect unless and until the proposed Operator, the Permittee, the Airline and the Port Authority shall have executed a consent agreement in form and substance provided by the Port Authority approving same. The general form of such consent agreement is included in this Permit as **"Exhibit B"** attached hereto and incorporated by reference herein (being hereinafter called the "Consent Agreement").

(ii) The Permittee shall prepare a standard form of Sublease to be entered into between the Permittee and a proposed third party Operator, in accordance with this paragraph, which Sublease shall have been approved in advance by the Port Authority. The Port Authority hereby acknowledges that the Permittee has prepared the standard form of Sublease which has been submitted (on March 24, 2005) to and approved as to form and content by the Port Authority; provided, however, the Port Authority reserves the right to require modifications to same from time to time as it deems necessary. Any deviations or modifications of the Port Authority approved standard form of Sublease, with respect to each and every Operator, shall be identified in a writing (such writing may include computer generated comparisons showing such deviations or modifications which are transmitted electronically) to the Port Authority and shall be subject to its approval.

(iii) Any and all Subleases with Operators shall provide that the Port Authority shall have the right to revoke its Consent Agreement with such Operator without cause at any time on thirty (30) days' written notice, which notice must be concurred in or jointly subscribed by the Airline. Concurrence with the Airline shall not be required for any termination of a Consent Agreement for cause. If the Permittee terminates a Sublease for whatever reason, the Consent Agreement between the Port Authority, the relevant Operator and the Permittee, as consented to by the Airline, shall be deemed simultaneously terminated, subject to those obligations and liabilities of the Operator which impliedly or expressly survive such termination.

(f) Subleases shall provide that all Operator security deposits shall be made payable to and held by the Permittee during the term of the Sublease; provided, however, upon request of the Port Authority, the Permittee shall provide the Port Authority with financial, credit and other relevant background information requested by it concerning the prospective Operator and the Permittee hereby agrees to provide the same upon request of the Port Authority to the extent the same can be obtained by using commercially reasonable efforts but, in all events, the Permittee shall provide to the Port Authority all information which the Permittee reviewed or upon which it relied in determining the amount of the security deposit to be obtained from the prospective Operator. The Airline and the Port Authority acknowledge that the security deposit(s) of an Operator may not be sufficient to satisfy in full the unpaid claims and demands (including estimated damages) of both the Airline and the Port Authority with respect to said Operator. The Port Authority reserves the right to directly and independently pursue any and all of its legal remedies against any Operator. Neither the Permittee nor the Airline shall have any right to, or interest in, any portion of a security deposit(s) held by the Port Authority pursuant to any other agreement to which the Port Authority and an Operator are parties, whether elsewhere at the Airport or at any other Port Authority facility.

(g) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent, nor shall there be created an implication that there has been consent, to any enlargement, diminishment or change in the rights, powers and privileges granted to the Airline under the Airline Lease. Consistent with the foregoing sentence, neither this Permit nor any references to the Airline contained herein are intended to create nor may be deemed to create any new rights or obligations of the Airline vis-à-vis the Port Authority or of the Airline vis-à-vis the Permittee whatsoever, except where it is otherwise expressly so stated or clarified and the Airline acknowledges that the provisions of the Permit vis-à-vis the Airline and the Port Authority (e.g., Special Endorsement No. 4 below) are not inconsistent with the Airline Lease. The Concession Agreement is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Concession Agreement shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Concession Agreement including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be impaired. The lack of any specific reference in any provisions of the Concession Agreement to Port Authority approval or consent shall not be deemed to apply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

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

(h) In the event of conflicts and inconsistencies between the terms of the Concession Agreement and the terms of this Permit, the terms of this Permit shall control as between the Port Authority and the Permittee, subject to subparagraph (j) below. In addition, Special Endorsement No. 4 of this Permit shall not be deemed to be a conflict or inconsistency between this Permit and the Concession Agreement or Airline Lease. Nothing contained herein shall be or be deemed to affect the exercise by either the Permittee or the Airline of any right either may have pursuant to the terms of the Concession Agreement to terminate the term of such Concession Agreement. No changes or amendments to the Concession Agreement nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless such changes, amendments, renewals, or extensions have been approved in advance by the Port Authority in writing.

(i) Notwithstanding any other provision of this Permit or the Concession Agreement, this Permit and the privileges granted hereunder shall in any event terminate and expire on the date of expiration or earlier termination of the Concession Agreement, or on the day preceding the expiration date of the Airline Lease, or upon early termination or cancellation of the Airline Lease and/or any rejection of the Concession Agreement or the Airline Lease (including, without limitation, by any trustee/receiver acting on the Airline's behalf) as either an executory contract or an unexpired real property lease under the applicable provisions of the United States Bankruptcy Code, as amended, whichever shall be earlier; provided, however, that nothing contained in this subparagraph shall affect or impair the rights of revocation or termination reserved to the Port Authority as contained elsewhere in this Permit.

(j) Consistent with the provisions of Special Endorsement 2(h), and notwithstanding anything to the contrary stated in the Concession Agreement, or this Permit, the Airline and the Permittee acknowledge that no rent abatements granted by the Permittee to an Operator under a Sublease, or by the Airline to the Permittee under the Concession Agreement, may diminish or otherwise adversely affect the PA Share payable hereunder, other than those abatements (1) which are expressly set forth in the Airline Lease and are applicable to the Concession Area, and

(2) which are consistent with the Port Authority's generally applicable policies for abatements at the Airport as then in effect (and to the degree they are permitted by such policies) and specifically consented to by the Port Authority in writing before being applied. The Permittee shall not claim any abatements vis-à-vis the Port Authority except as set forth in this subparagraph (j).

2. Defined Terms; Fees.

(a) Terms used herein shall have the meanings set forth below. Terms defined in the singular shall be deemed to have the corresponding plural definition when appearing in the text in a plural form, and vice-versa.

(1) "Airline Annual Guaranteed Fee Amount" shall have the meaning described in Special Endorsement No. 4 hereof and shall be an amount calculated for and during each Annual Period occurring during the period of the permission granted under this Permit.

(2) "Annual Period" shall mean, as the context requires, the period commencing on the Effective Date of the permission granted under this Permit and expiring December 31, 2004, both dates inclusive, and each of the twelve (12) month periods thereafter occurring during the effective period of the permission granted under this Permit commencing January 1, 2005 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 of the effective period of the permission granted under this Permit shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted under this Permit.

(3) "CPI Index" shall mean the Consumer Price Index for All Urban Consumers - NY-Northern NJ-Long Island, NY-NJ-CT (All Items, unadjusted 1982-1984=100) published by the Bureau of Labor Statistics of the United States Department of Labor. In the event the CPI Index to be used in computing any adjustment referred to in these Special Endorsements is not available on the Effective Date of such adjustment, the Permittee shall continue to pay the fees/rental at the annual rate then in effect subject to retroactive adjustment at such time as the specified CPI Index becomes available; provided, however, that the Port Authority may at its option substitute for such CPI Index the Index for the latest preceding month then published to constitute the specified CPI Index. In the event the United States Consumer Price Index for All Urban Consumers, described above, shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100), then for the purposes hereof there shall be substituted for the CPI Index such other appropriate index or indices properly reflecting changes in the value of current United States money in a manner

similar to that established in the CPI Index used in the latest adjustment as the Port Authority in its discretion determine.

(4) "Enplaned Passenger" shall mean any passenger determined by the Airline to have boarded an aircraft at the Terminal, including passengers who disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from exposure to the Concession Area.

(5) "Enplaned Passenger Minimum Guarantee" means $0.70 per domestic Enplaned Passenger and $1.50 per international Enplaned Passenger (in either case on any airline, and not just the Airline) tabulated by the Airline for each month during the period of permission granted under this Permit based on the actual number of Enplaned Passengers at the Terminal to be reported to Permittee, monthly by the Airline and in the same format as provided to the Port Authority, and annually at the same time and in the same format as reported to United States governmental authorities, for the purpose of verifying calculation of the "Minimum Guaranteed Rental Shortfall" under the Concession Agreement. The Enplaned Passenger Minimum Guarantee shall be adjusted annually during the period of permission granted under this Permit in accordance with Special Endorsement 2(a)(8) below.

(6) "Gross Receipts" shall mean and include all monies paid or payable to each and every Operator (which term includes, for the purposes of this definition, any permitted assignees of Subleases or sublicensees/invitees of subtenants, and any other concessionaires or occupants who may be permitted to conduct concession operations within the Concession Area, and the existing concession operators in Terminals 8 and 9), whether for cash, credit or otherwise, for sales made or services rendered at or from the Operator's Space regardless of when or where the order therefor is received and outside the Operator's Space if the order is received at the Terminal, retail display allowances or other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with any Operator's operations at the Terminal, including, without limitation: proceeds from the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Operator's Space pursuant to an Operator's record-keeping system), mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Operator's Space (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange of foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under any Operator's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from an Operator's Space will be included in the Operator's calculation of Gross Receipts. For this purpose, catalogues displayed in an Operator's Space will include a tracking number unique to the Operator's Space that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the

purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks.

Gross Receipts shall not include (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent paid by Operators to any duly constituted governmental/taxing authority, (b) the exchange of merchandise between the stores or warehouses owned by or affiliated with any Operator, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of such Operator and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Space or for the purpose of depriving the Permittee, the Airline or the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Space, (c) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by the Operator to which it is returned, (d) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of any Operator's business, (e) any receipts of an Operator which arise from its operations under any other agreement at the Airport (i.e., an agreement other than the specific Sublease to be entered into between the Permittee and the Operator for a Space within the Concession Area), (f) shipping, delivery, alteration workroom and gift wrapping charges provided at the Operator's actual cost and documented separately by the Operator when such charges are merely an accommodation to customers, (g) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from an Operator's vendors, suppliers or manufacturers, (h) income actually received by an Operator from manufacturers of goods displayed for sale at the Space (e.g., cosmetics, perfume) if the conditions set forth below are fully and strictly satisfied with respect to such income; (i) customary discounts given by an Operator on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than one percent (1%) of Gross Receipts per month, (j) mandatory discounts, if separately stated, of ten percent (10%) given by Operators on sales of merchandise or services to employees of the Permittee, the Airline, the Port Authority, other airline lessees in the Terminal, and other persons employed at the Airport, (k) gratuities for services performed by employees of an Operator which are paid by an Operator or its customers to such employees, except to the extent the Operator may be entitled to receive a portion of such gratuities, (l) the sale or transfer in bulk of the inventory of an Operator to a purchaser of all or substantially all of the assets of such Operator in a transaction not in the ordinary course of such Operator's business, and/or (m) except with respect to insurance proceeds received due to loss of gross earnings under any Operator's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to the Airline or the Port Authority or the

Permittee under such coverage, receipts from all other insurance proceeds received by an Operator as a result of a loss or casualty.

(a) The conditions with respect to clause (h) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to the Operator occurs in connection with employees (1) who are on the Operator's payroll for the operations permitted under such Operator's Consent Agreement with the Port Authority and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and the Operator have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of clause (h) above, and (iv) the Operator provides to the Permittee and the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii) of this paragraph. Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of the Operator's Sublease with the Permittee and the Concession Agreement shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of the Operator and with respect to each calendar year.

(b) For the purpose of determining the percentage rentals and fees payable by Operators (which term includes any assignees, sub-subtenants, licensees of Operators, and any other concessionaires or occupants who may be permitted to conduct concession operations within the Operator's Space) to the Airline and the Port Authority, respectively, through the services of the Permittee as permitted hereunder, all monies, payments, or fees paid or payable to the Operator by its sub-tenants, franchisees or licensees in connection with their operations (including, but not limited to, any rent in excess of the rent due under the relevant Sublease) and all receipts arising out of the permitted operations of any such sub-Operator, franchisee or licensee shall be deemed to be the Gross Receipts of the Operator, shall be included in the Gross Receipts of the Operator and shall be subject to the percentage rental and fee set forth in the applicable Sublease. In the event of any difference between the definition of Gross Receipts in the Concession Agreement and the definition of Gross Receipts in this Permit, the definition of Gross Receipts set forth in this Permit shall control.

(7) "Gross Rent-Based Revenues" shall mean all moneys paid or payable to the Permittee from Operators which are the subject of the Concession Agreement and this Permit including, without limitation, all amounts paid or payable to the Permittee from Operators in the form of fines, liquidated damages, late fees and interest, delinquency amounts and/or early termination payments upon Sublease terminations, and the like. Gross Rent-Based Revenues shall include any and all rentals (whether referred to in the applicable Sublease as guaranteed rent, basic rent, percentage rent, rent for use and occupancy of storage space or otherwise) paid or payable to the Permittee from all Operators and, in addition, all other Operator payments (to

the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Permittee, as applicable). Operators may not be charged in excess of the Airline's and/or the Permittee's actual costs for utility services and taxes (if any) which are not included in rentals as aforesaid (including, but not limited to, items such as rent for storage space. Gross Rent-Based Revenues shall exclude amounts paid or payable to the Permittee by Operators as utility payments and taxes (to the extent permitted as aforesaid), amounts paid or payable as contributions to the "Joint Marketing Fund" (as such term is defined in the Concession Agreement), and amounts paid or payable for the "Common Area Maintenance Fee" (as such term is defined in the Concession Agreement but referred to in the Sublease, by way of information, as the "Logistical Support and Public Area Maintenance Fee") as well as any other actual pass-through charges for expenses actually incurred by the Airline and the Permittee, as applicable. Each of the above-listed, excluded payments shall strictly represent actual costs incurred, i.e., pass-through amounts without any administrative charge or other mark-up.

(8) "Minimum Guaranteed Rental/Fee" ("MAG") shall mean the annual amount of the Enplaned Passenger Minimum Guarantee.

(a) The Enplaned Passenger Minimum Guarantee rates, as adjusted by the CPI Index as described in subparagraph (b) of this paragraph 8, will be determined as of the MAG Effective Date and further readjusted each January 1 thereafter based on the number of Enplaned Passengers as follows: if the Enplaned Passengers total for the calendar year preceding the MAG Effective Date or any subsequent year during the period of permission granted under this Permit is (i) greater than four million, there will be no change, or the rates will be restored if they have been previously reduced; (ii) less than four million but greater than three million five hundred thousand, it will be multiplied by 0.9 (90%), and (iii) three million five hundred thousand or less, it will be multiplied by 0.8 (80%). The MAG shall be adjusted during the period of permission granted under this Permit in accordance with the provisions of subparagraph (b) of this paragraph 8.

(b) As used in this subparagraph (b):

(1) "Base Period" shall mean the following. If the MAG Effective Date occurs before July 1, the CPI Index for the calendar year preceding the year in which the MAG Effective Date occurs will be used as the base year for the first comparison for the year in which the Enplaned Passenger Minimum Guarantee is to be adjusted as described herein, and will be compared to the year in which the MAG Effective Date occurs. If the MAG Effective Date occurs after July 1, the CPI Index for the calendar year in which the MAG Effective Date occurs will be used as the base year for the first comparison for the year in which the Enplaned Passenger Minimum Guarantee is to be adjusted as described herein, and will be compared to the year following the year in which the MAG Effective Date occurs. In either case, each of such comparison year periods shall be rolled forward to the next succeeding calendar year for

the purpose of making subsequent adjustments to the Enplaned Passenger Minimum Guarantee for each subsequent Anniversary Date (as defined below) thereafter.

(2) "Adjustment Period" shall mean, as the context requires, if the MAG Effective Date occurs before July 1 in a given year during the period of permission granted under this Permit, then the Adjustment Period for the Enplaned Passenger Minimum Guarantee shall commence as of January 1 of the next year or January 1, 2008, whichever occurs later, and thereafter as of each subsequent January 1 during the period of permission granted under this Permit. If the MAG Effective Date occurs after July 1 in a given year during the period of permission under this Permit, then the Adjustment Period for the Enplaned Passenger Minimum Guarantee shall commence as of January 1 of the year after the next full calendar year or January 1, 2008, whichever occurs later, and thereafter as of each subsequent January 1 during the period of permission granted under this Permit.

(3) "Anniversary Date" shall mean, as the context requires, as of the January 1 of the calendar year as described in (2) above or January 1, 2008, whichever occurs later and January 1 of every calendar year which thereafter occurs during the period of permission granted under this Permit.

(4) "Percentage Increase" shall mean the percentage of increase in the CPI Index on each Anniversary Date equal to a fraction the numerator of which shall be the CPI Index for the Adjustment Period immediately preceding such Anniversary Date less the CPI Index for the Base Period and the denominator of which shall be the CPI Index for the Base Period.

(9) "MAG Effective Date" shall mean the one hundred fiftieth (150th) day after the day on which the "Turn-Over Date" (as such term is defined in the Concession Agreement) has occurred for portions of the Concession Area comprising at least ninety percent (90%) of the total square footage of the portions of the Concession Area subleased or to be subleased by the Permittee to Operators under the Concession Agreement. The Airline shall and the Permittee may advise the Port Authority in writing acknowledging the occurrence of the MAG Effective Date, and the date thereof, within ten (10) calendar days after the date of such occurrence.

(10) "Minimum Guaranteed Rental Shortfall" shall mean the difference (i.e., shortfall), if any, between (a) the amount of MAG actually paid by the Permittee to the Airline and the Port Authority and (b) the Enplaned Passenger Minimum Guarantee (as may be adjusted hereunder) multiplied by the number of Enplaned Passengers tabulated for each six-month period ending on June 30 and December 31. The Minimum Guaranteed Rental Shortfall shall relate to each period that the Permittee is subject to paying the Minimum Guaranteed Rental Shortfall under this Permit.

(11) "Monthly Period" shall mean, as the context requires, the period commencing on the Effective Date of the permission granted under this Permit and expiring on the last day of the calendar month in which the Effective Date of the permission granted hereunder shall occur, and each calendar month or portion thereof thereafter occurring during the effective period of the permission granted hereunder; 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 month then the Monthly Period in which the date of expiration or earlier termination or revocation of the effective period of the permission granted under this Permit shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted under this Permit.

(12) "PA Share" shall mean:

(i) twenty percent (20%) with respect to fees and rentals paid or payable under the Subleases with food and beverage Operators, excluding Specialty Food Operators, as herein defined; and

(ii) fifty percent (50%) with respect to fees and rentals paid or payable under all Subleases other than those covered under clause (i) above, including but not limited to Specialty Food Operators and service concession Operators.

The "Airline Share" (being referred to, by way of information, in the Concession Agreement as "American's Allocated Share") shall mean the balance of the fees and rentals described in clauses (i) and (ii) above, i.e., eighty percent (80%) of fees and rentals described in clause (i) above and fifty percent (50%) of fees and rentals described in clause (ii) above. The foregoing terms "PA Share" and "Airline Share" shall include without limitation fees and rentals payable by Operators in the form of fines, liquidated damages, late fees and interest, delinquency amounts, early termination payments and the like.

(13) "Permittee Fees" shall mean all of the fees to be paid to the Permittee as of the Effective Date for its services to develop, lease, manage and market concession operations at the Terminal pursuant to the Concession Agreement, whether called a management fee or otherwise under the Concession Agreement. For such services, the Permittee shall receive all of the fees payable under the Concession Agreement solely from the Airline and shall not be entitled to any fees from the Port Authority under this Permit. Any such fees or other compensation to be paid to the Permittee shall be paid by the Airline directly or out of the Airline Share (or out of the Airline's share of the MAG to be paid by the Permittee or out of any other funds of the Airline), and no portion of such fees or other compensation shall be paid out of the PA Share or shall offset, reduce, be credited against or otherwise adversely affect the amount of the PA Share to be paid or payable to the Port Authority hereunder or the amount of any fees, rent or other revenue to which the Port Authority may be otherwise entitled. Nor shall the Airline or the Permittee be entitled to impose charges on Operators, whether in the form of key money, chargebacks (other than construction chargebacks set forth in the Sublease) or otherwise,

to pass along or recoup the aforesaid fees or other compensation to be paid to the Permittee, without the prior written consent of the Port Authority.

Notwithstanding anything to the contrary stated or implied in this Permit or the Concession Agreement, if the Airline elects to pay the Permittee the Permittee Fees out of Gross Rent-Based Revenues rather than paying the Permittee directly, the Permittee shall not be entitled to reduce the Gross Rent-Based Revenues by the amount to which it is entitled in Permittee Fees for any Monthly Period or Annual Period unless and until the Permittee has first set aside an amount necessary to pay the Port Authority the PA Share due to it under this Permit, and such set-aside for payment to the Port Authority shall be made prior to the Permittee reducing Gross Rent-Based Revenues for purposes of paying to or reimbursing itself for any Permittee Fees, "Eligible Costs" (as such term is defined in the Concession Agreement) or otherwise.

(14) "Port Authority Reserved Uses" shall mean the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges; airline clubs; airtrain/monorail facilities; advertising (including, without limitation, static display, broadcast and other); pay telephones, pre-paid phone cards, facsimile transmission machines and other public communications services, including without limitation, all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, provided that the Airline shall retain the right to control the location of the placement within the Terminal of telephones, phone banks, phone kiosks, facsimile transmission machines and Internet kiosks, only, and the right to deny, upon reasonable grounds, the placement of a particular pay phone facility, facsimile transmission machine or Internet kiosk; rental of cellular phones; concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)); ground transportation (including vehicle rentals); hotel and other lodging reservations; vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the subleased premises pursuant to a sublease with a specific concessionaire and if approved in advance by the Port Authority; on-airport baggage carts (other than shopping carts made available free of charge to shoppers within the Concession Area) or other on-airport baggage-moving devices; and electronic amusements. The Port Authority shall have the right to all revenues derived for or from the above-stated reserved uses. Any reference, usage or provision in the Concession Agreement to, or relating to, "American Reserved Uses" shall in no way expressly or impliedly modify or supercede any term or provision of the Airline Lease and, accordingly, the same shall have no force or effect vis-à-vis the Port Authority. There shall be no exclusion for any of the aforementioned uses within any Space, except with regard to vending machines approved in advance by the Port Authority as aforestated.

(15) "Specialty Food Operator" shall mean any Operator which, in the reasonable judgment of the Port Authority, maintains a food and/or beverage inventory which is

substantially limited to one or several special type(s) of product(s). The Port Authority's past practice at its facilities in treating a concession operator as a Specialty Food Operator (e.g., sharing equally fees from such an operator with an airline lessee) shall be deemed to be conclusive evidence of the Port Authority's reasonableness.

(b) In consideration of the privileges granted hereunder and the rights contained in the Concession Agreement commencing on the MAG Effective Date, the Permittee shall pay directly to the Airline and the Port Authority, respectively, with respect to each Monthly Period and each Annual Period occurring during the effective period of the permission granted under this Permit, the Airline Share and the PA Share, as follows:

(i) To the Port Authority: (1) the PA Share of Gross Rent-Based Revenues received by the Permittee from all Operators and (2) the percentage of the Permittee's Minimum Guaranteed Rental Shortfall, if any, payable for each six month during the period of permission under this Permit; and

(ii) To the Airline: (1) the Airline Share of Gross Rent-Based Revenues received by the Permittee from all Operators and (2) the percentage of the Permittee's Minimum Guaranteed Rental Shortfall, if any, payable for each six month during the period of permission under this Permit.

If the Minimum Guaranteed Rental Shortfall is payable by the Permittee for any six month period during the period of permission under this Permit, it shall be allocated to the Airline and the Port Authority by determining (i) the ratio of the food-and-beverage (excluding Specialty Food Operators) Gross Rent-Based Revenues collected to the total Gross Rent-Based Revenues collected during such period and (ii) the ratio of other concession Gross Rent-Based Revenues collected to the total Gross Rent-Based Revenues collected during such period, then applying both ratios to the amount of Minimum Guaranteed Rental Shortfall, thereby deriving two separate sums, one applicable to food-and-beverage concessions (excluding Specialty Food Operators) and one applicable to all other concessions. The sum applicable to food-and-beverage concessions (excluding Specialty Food Operators) shall be paid by the Permittee to the Airline and the Port Authority in accordance with the applicable Airline Share and PA Share for this type of concession. The sum applicable to all other concessions shall be paid to the Airline and the Port Authority in accordance with the applicable Airline Share and PA Share for these types of concessions. Such amount of the Minimum Guaranteed Rental Shortfall, if any, shall be paid to the Port Authority and the Airline, respectively on the next Monthly Period payment due hereunder for the PA Share and the Airline Share.

For avoidance of doubt and notwithstanding anything to the contrary set forth in this Permit, from the Effective Date of this Permit until the day immediately prior to the MAG Effective Date, in consideration of the privileges granted hereunder and the rights contained in

the Concession Agreement, the Permittee shall pay directly to the Airline and the Port Authority, respectively, with respect to each Monthly Period and each Annual Period during the period from the Effective Date until the day immediately prior to the MAG Effective Date, the Airline Share and the PA Share, as follows:

(i) To the Port Authority, the PA Share of the Gross Rent-Based Revenues received by the Permittee from all Operators; and

(ii) To the Airline, the Airline Share of the Gross Rent-Based Revenues received by the Permittee from all Operators.

(c) The computation of rental and fees for each Annual Period, or a portion of an Annual Period as hereinafter provided, shall be individual to such Annual Period, or such portion of an Annual Period, and without relation to any other Annual Period, or any portion of any other Annual Period. The time for making payment of fees and the method of calculation of fees shall be as set forth in subparagraph (f) of this Special Endorsement.

(d) Within ten (10) days of the close of each Monthly Period the Airline shall provide the Permittee and the Port Authority with a signed statement of the actual number of Enplaned Passengers for that Monthly Period. With respect to each Annual Period, the Airline's statement shall be certified by a responsible fiscal officer thereof and delivered to the Port Authority on or before the thirtieth (30th) day following the end of each Annual Period as set forth in Special Endorsement No. 4 of this Permit.

(e) For purposes of calculating percentage rentals payable by Operators under each Sublease during any Annual Period which is less than 365 days, any dollar limitation amounts (e.g., annual percentage rent breakpoints) used for purposes of determining applicable amounts of percentage rentals payable under such Subleases shall be subject to pro-ration in accordance with the proportion such shortened Annual Period bears to a 365-day period, and the percentage rentals payable in accordance with the terms of each Sublease shall then be recalculated on the basis of such pro-rated dollar limitation amounts and any additional amounts due hereunder on account of such recalculation shall promptly be made by the Permittee in accordance with the terms of this Permit.

(f) The amounts payable to the Airline and the Port Authority hereunder by the Permittee shall be paid monthly on the 10th day of the first full month following the Effective Date of this Permit and on the 10th day of each and every month thereafter including the month following the end of each Annual Period and the month following the expiration, termination or revocation of the permission granted hereunder. Such monthly payment shall relate to Operators' guaranteed rent (or basic or minimum rent, i.e., non-percentage rent) for the Monthly Period in which Permittee's payment is made and any Operators' percentage rent, if any, for the Monthly Period which is two (2) months prior to the month in which the payment is made (together with any arrearages collected from Operators through the last day of the immediately

preceding month). On the 30th day of the first full month following the Effective Date of this Permit and on the 30th day of each and every month thereafter (except February when it shall be the last day of the month) including the month following the end of each Annual Period, and the month following the expiration, termination or revocation of the permission granted hereunder (and any succeeding month(s) necessary to account for all Operators' percentage rent payments, if any), the Permittee shall render to the Airline and the Port Authority statements signed by a responsible officer showing the reported Gross Receipts of each and every Operator (it being acknowledged that, prior to correction or adjustment based on audits or other reviews or investigations, the same is based upon information received from such Operators and not verified by the Permittee) arising from their operations in the Terminal and specifying each component of Gross Rent-Based Revenues received from each of them (e.g., guaranteed rent (for the Monthly Period covered by the statement), percentage rent, if any (for the Monthly Period which is two (2) months prior to the month covered by the statement), additional rent, and also showing the cumulative Gross Receipts for each and every Operator, and from the operations in the Terminal as a whole, 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 likewise specifying the cumulative amount of the various types of rentals and fees applicable to all such Operators. The Permittee's statements described herein shall also include true and accurate copies of each and every Operator's monthly rental statements as required under the Concession Agreement, the amount, if any, retained by the Permittee as Permittee Fees from the Airline Share with regard to the applicable month, the amount representing reimbursement for any Eligible Costs, the amount paid to the Airline and the Port Authority for the Airline Share and the PA Share, respectively, for such month, and the amount of pass-through charges as described herein in the definition of Gross Rent-Based Revenues, and such additional data as the Port Authority or the Airline shall require, from time to time, during the period of the permission granted hereunder, all on a form of reporting statement acceptable to the Port Authority and the Airline.

(g) Payments made to the Port Authority by the Permittee hereunder may only be made in lawful money of the United States. The Permittee's obligation to make payments to the Port Authority hereunder shall not be deemed satisfied until the same have been actually received by the Port Authority.

(h) Operators' rental and fees collected by the Permittee must be paid by the Permittee without set-off, notice or deduction (except as the Airline may authorize in respect of matters related strictly to the Airline Share and not to the PA Share), demand or abatement for any reason or event whatsoever, except as may be expressly provided in this Permit, and without regard to whether the collection of Operators' rentals by the Permittee under the Subleases provides timely or sufficient liquidity for the Permittee to make required payments to the Port Authority for the PA Share without recourse to other funds.

3. Permittee as Fiduciary. To the extent that rentals and other payments collected by the Permittee from Operators are required to discharge the Permittee's payment obligations under this Permit and the Concession Agreement, respectively, the Permittee is deemed a collection

agent of the funds for the Airline and the Port Authority and acknowledges that the Permittee has no ownership or possessory interest in such funds, which would otherwise be paid directly to the Airline and the Port Authority, other than as a trustee for the Airline and the Port Authority to the extent of their respective interests. In accordance with the foregoing capacity as collection agent: (a) Permittee shall be deemed, and shall hold itself out as, a fiduciary vis-à-vis the Port Authority and the Airline, (b) Permittee shall hold all rentals and other payments (other than payments for the pass-through charges permitted under this Permit) received by, from or on behalf of Operators, including without limitation existing Operators in Terminals 8 and 9, in a separate account established in trust for the Airline and the Port Authority in which Permittee must not commingle such rentals and other payments with any other funds, at an institution acceptable to the Port Authority and the Airline having an office within New York City and qualified to do business in the State of New York (the Port Authority hereby approves that such account may be established at Bank of America), (c) Permittee shall obtain additional protections on behalf of the Port Authority and the Airline, including a written agreement by the institution at which the account is located providing for access by the Port Authority and the Airline to the revenues on deposit in such account in the event of insolvency, appointment of a receiver, bankruptcy or creditors' liens affecting Permittee, (d) Permittee shall obtain insurance protecting against employee dishonesty, embezzlement, theft, etc. in amounts and otherwise in a form acceptable to the Port Authority and the Airline in accordance with the Concession Agreement, and naming the Port Authority and American as additional loss payees thereunder, (e) the Permittee's Fees may be withheld by the Permittee from the Airline's Share of such rentals and other payments, after all other payment obligations and any other amounts payable by the Permittee to the Port Authority and the Airline have been paid in full for each calendar month, and provided that the Permittee has not defaulted on a payment obligation under this Permit and has no outstanding uncured material defaults of any kind under this Permit at the time of such withholding, and (f) the Permittee shall comply with any other requirements of the Port Authority and any other reasonable requirements of the Airline.

4. Airline Annual Guaranteed Fee Amount.

(a) In addition to the payments due from the Permittee hereunder, and notwithstanding any direct obligation of Operators to pay rentals and fees to the Airline and the Port Authority pursuant to Consent Agreements entered into by said Operators, or by way of the enforcement by the Airline and the Port Authority of their third party beneficiary rights under the Subleases, or by way of the Port Authority's right to directly enforce the Subleases at the Terminal which the parties acknowledge has been reserved by the Port Authority, the Airline shall guarantee payment to the Port Authority for each Annual Period (whether referred to in the Concession Agreement or a Sublease as an Annual Period, contract year or otherwise) of a sum equivalent to the difference between (i) the fees which would have been payable to the Port Authority by the Permittee if the Permittee's payment obligations to the Airline and the Port Authority were based on rentals and fees (including, without limitation, fines, liquidated damages, late fees and interest, and the like, but excluding any abatements of Operator rental that may be approved or consensted to in writing by the Port Authority) paid or payable to the

Permittee under all Subleases it enters into in connection with the Concession Agreement and this Permit, i.e., rather than being based on rentals and fees actually collected by or on behalf of the Permittee from Operators) and (ii) the fees actually paid by the Permittee and received by the Port Authority hereunder during the relevant Annual Period, such sum being hereinafter called the "Airline Annual Guaranteed Fee Amount". The Airline Annual Guaranteed Fee Amount, therefore, shall be determined on the "paid or payable" basis, and not on the "paid" or "actually collected or received" basis.

(b) No rent abatement granted by the Permittee to an Operator shall be effective to reduce the amount of the PA Share or the Airline Annual Guaranteed Fee Amount, except if such rent abatement would be consistent with the Port Authority's policies and practices with regard to granting rent abatements by the Port Authority to its own tenants at Port Authority facilities. Accordingly, the amount of any rent abatement granted to an Operator which is inconsistent with the Port Authority's abatement policies and practices (i.e., such amount which is allocable or applicable to the Port Authority as part of the PA Share, consistent with the percentage sharing of consumer services revenue under the Airline Lease between the Airline and the Port Authority) and not otherwise approved or consented to in advance in writing by the Port Authority shall be deemed to be an amount due and payable to the Port Authority for purposes of calculating fees hereunder, including without limitation calculating the Airline Annual Guaranteed Fee Amount, if any, that may be payable by the Airline under this Permit.

(c) For each and every Annual Period, if and to the extent that the amount of the PA Share actually received by the Port Authority from the Permittee arising out of all concession operations at the Terminal is less than the Airline Annual Guaranteed Fee Amount for such Annual Period, then the Airline shall pay the amount of the shortfall to the Port Authority on demand or, if no demand has yet been made, then on the 30th day following the last day of the Annual Period with respect to which such payment is due. The computation of the Airline Annual Guaranteed Fee Amount for each Annual Period shall be individual to such Annual Period or such portion of an Annual Period, and without relation to any other Annual Period, or any other portion of any Annual Period. At the time payment is due, the Airline shall provide the Port Authority with a written report signed by a responsible officer of the Airline showing (i) the Gross Rent-Based Revenues received from the commencement of the Annual Period for which the report is made through the last day of the preceding month (and, in addition, identifying separately such information for each Operator, and for each component of Gross Rent-Based Revenues by type of rent), (ii) the amount of the Airline Share and PA Share remitted through said date, (iii) the calculation of the Airline Annual Guaranteed Fee Amount, (iv) the calculation of the shortfall described in subparagraph (a) above in this Special Endorsement No. 4 and (v) the amount, if any, thereby due by the Airline. The Airline's obligation to pay an Airline Annual Guaranteed Fee Amount shall survive any revocation, expiration or early termination of this Permit with the Permittee.

(d) Upon any termination or revocation of the period of permission granted under this Permit (even if stated to have the same effect as expiration), the Airline shall render to

the Permittee and the Port Authority a certified statement setting forth the actual number of Enplaned Passengers boarding at the Terminal for the Annual Period in which the effective date of termination or revocation falls, and within ten (10) days after such statement is due shall remit to the Port Authority any amount due by reason of the Airline Annual Guaranteed Fee Amount through the effective date of termination or revocation.

(e) Prior to the first day of the first Annual Period and prior to the first day of each Annual Period thereafter occurring during the effective period of the permission granted under this Permit, the Airline shall simultaneously provide to the Permittee and the Port Authority, respectively, a written estimate, prepared in good faith but not binding on the Airline in any respect, of the estimated number of Enplaned Passengers for each month in the Annual Period for which the statement is submitted. If the total estimate of Enplaned Passengers for an Annual Period is less than the total estimated for the previous Annual Period, the Airline shall provide an explanation for the lower estimate together with such written estimate. In addition to the foregoing, the Airline shall simultaneously provide to the Port Authority and the Permittee within ten (10) days of the close of each Monthly Period during the term of this Permit a statement of the actual number of Enplaned Passengers boarding at the Terminal for the preceding calendar month.

5. Permittee's Security Deposit.

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having a principal business office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of ONE MILLION DOLLARS AND NO CENTS ($1,000,000.00). 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 permission under this Permit and for a period of not less than three (3) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter of credit. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective term 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; provided, however, that in the event of a failure by a banking institution as described in this sentence, the Permittee shall not be deemed in breach if it cures the banking institution's failure by effecting delivery to the Port Authority, within ten (10) business days of the date of the bank failure, in immediately available funds, the full amount of the payment(s) otherwise due but unpaid under the letter of credit from the banking institution. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of 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 ten (10) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed a waiver of any default (after the expiration of applicable notice and cure periods, if any) by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is Ex. 1/4 for purposes of this Special Endorsement.

(c) Without limiting the generality of said Standard Endorsement, the Port Authority and the Permittee agree that the amount of the security deposit at all times during the period of permission of this Permit is intended to represent no less than three (3) months of the average monthly PA Share, based upon the immediately preceding Annual Period, due to the Port Authority from all Operators at the Concession Area based on their Gross Receipts. Notwithstanding the foregoing, the Permittee's security deposit hereunder with respect to the Port Authority, shall at no time be less than One Million Dollars and No Cents ($1,000,000.00). The amount of the Permittee's security deposit may be reevaluated by the Port Authority at the end of each Annual Period and the Port Authority shall advise the Permittee in writing of the amount of the increase, if any, (or decrease, if any) to the security deposit which shall be required in accordance with the foregoing. The Permittee shall within ten (10) days following receipt of such written notice deliver to the Port Authority an amendment to its letter of credit in favor of the Port Authority in the revised amount of the security deposit (whether an increase or a decrease) required by the Port Authority in accordance with this Permit.

6. Termination Without Cause by Port Authority.

It is hereby acknowledged and agreed by the Airline and the Permittee that, except as specifically provided in subparagraph (b) of this Special Endorsement, the Port Authority has no obligation under the Concession Agreement, this Permit or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any

amount of either the Permittee's or any Operator's capital investment in the Concession Area and/or Space or at the Terminal. Any specific mention of or reference in any Sublease to the Port Authority in connection with any payment or other compensation to an Operator, upon termination of a Sublease or the Concession Agreement, or upon revocation of this Permit with or without cause, of any amount of the Permittee's amortized or unamortized capital investment in the Concession Area and/or the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Airline, the Permittee, or any Operator to pay, subsidize or finance all or any portion of said amortized or said unamortized capital investment.

7. Terms and Conditions and Standard Endorsements Modified. 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:

(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 therefor:

"Notwithstanding any other term or condition hereof, the effective permission granted by this Permit may be revoked without cause, upon thirty (30) days' written notice to the Permittee, without the requirement of concurrence by or joint subscription with the Airline. Further, effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, cancellation, re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space/premises which may be used and occupied under this Permit (on failure of the Permittee to have restored), preparing such space/premises for use by a succeeding permittee, the care and maintenance of such space/premises during any period of non-use of the space/premises, 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/premises and putting the space/premises in order (such as but not limited to cleaning and decorating the same).

In addition, the effective period of the permission granted by this Permit may be revoked on five (5) days written notice by the Port Authority, without concurrence or joint subscription by the Airline, if any one or more of the following events shall occur, that is to say:

(1) The Permittee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

(2) By order or decree of a court of competent jurisdiction, the Permittee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Permittee is a corporation, by any of the stockholders of the Permittee (or members, or managers, if a limited liability company), seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Permittee and shall not be dismissed within sixty (60) days after the filing thereof; or

(4) The permission hereunder or the interest or estate of the Permittee under this Permit shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation without the prior written consent of the Port Authority; or

(5) The Permittee shall, without the prior approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) If the Permittee is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its partners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having competent jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Permittee, and such possession or control shall continue in effect for a period of thirty (30) days; or

(8) Any lien shall be filed against the Concession Area because of any act or omission of the Permittee and is not removed or bonded within thirty (30) days; or

(9) The Permittee shall voluntarily discontinue its operations hereunder, or the Permittee, after exhaustion or abandonment of all rights of appeal shall be prevented from conducting operations hereunder for a period of thirty (30) days by action of a governmental agency (with competent authority or jurisdiction over the Permittee) other than the Port Authority; or

(10) The Permittee shall fail duly and punctually to provide all of the statements (including all information required to be contained therein) required to be provided to the Port Authority hereunder when due, or to pay the sums due hereunder or to make any other payment required hereunder when due, and shall continue in its failure to provide such statements or to pay for a period of ten (10) days after delivery of written notice to it from the Port Authority to provide such statements and/or make such payments; or

(11) The Permittee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Permit on its part to be kept, performed or observed within thirty (30) days after receipt of written notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Permittee shall have commenced to perform whatever may be required for fulfillment within thirty (30) days after receipt of written notice and continues such performance without interruption except for causes beyond its control); such termination to be effective upon the date specified in the notice. 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."

Revocation of this Permit or the permission granted hereunder by the Port Authority shall obligate the Airline to take whatever action is necessary to terminate the Concession Agreement, such termination of the Concession Agreement to be effective on the same date as the revocation of this Permit. Without limiting the generality of the provisions of paragraph (a) herein concerning termination without cause, the Airline acknowledges its obligations under any applicable provisions of the Concession Agreement in the event the Airline terminates such Concession Agreement without cause.

"unless otherwise directed by the Airline pursuant to rights granted the Airline under the Airline Lease" were added at the end of the first sentence of the first paragraph of that Section.

(h) Section 12 of the foregoing Terms and Conditions was deleted and the following shall be deemed to have been inserted therefor:

> "12. Except with the prior written approval of the Port Authority, the Permittee shall not erect, maintain, or display any signs or any advertising at or on the exterior parts of the premises leased to the Airline pursuant to the Airline Lease, or in the premises leased to the Airline pursuant to the Airline Lease so as to be visible from outside the premises leased to the Airline pursuant to the Airline Lease, or at or on any other portion of the Terminal outside the premises leased to the Airline pursuant to the Airline Lease."

(i) Section 15 of the foregoing Terms and Conditions shall be deemed amended by adding a sentence at the end thereof which shall read in its entirety as follows: "Notwithstanding the foregoing, if any of such notices shall be mailed, such notices shall be deemed effective three (3) business days after being deposited, with proper postage thereon, in the United States mail."

(j) Section 17 of the foregoing Terms and Conditions shall be deemed deleted and replaced with Special Endorsement No. 16 hereof.

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

(l) Standard Endorsement No. 3.1 shall be deemed amended as follows:

> (i) In line 6 of the first paragraph thereof, the words "merchandise and/or" were deleted.
>
> (ii) In line 7 of the first paragraph thereof, the words "sell and/or" were deleted.
>
> (iii) In line 2 of the second paragraph thereof, the words "(if any)" were inserted after the word "fixtures".

(m) Standard Endorsement No. 6.1 shall be deemed amended as follows:

> (i) In line 1 of the first paragraph thereof, the words "(if any)" were inserted after the word "fixtures".

(b) The second sentence of Section 3 of the foregoing Terms and Conditions shall be deemed amended by adding at the end thereof, after the words "independent contractor", the following: ", except that the Permittee may retain independent contractors to provide non-core collateral services in order to fulfill the Permittee's responsibilities under the Concession Agreement such as cleaning, maintenance, repair, certain services to be provided under the Joint Marketing Fund (secret shopper, street price verification and Subtenant employee training programs), operating the loading dock and escort delivery services at the Terminal, for example."

(c) Section 4 of the foregoing Terms and Conditions shall be deemed amended by adding at the end thereof, after the word "whatsoever", the following: ", except specifically and only for the limited purpose whereby the Permittee is responsible to collect Operators' rentals and other payments for the benefit of the Airline and the Port Authority, as set forth in this Permit."

(d) Section 5 of the foregoing Terms and Conditions shall be deemed amended as follows:

(i) In lines 1 and 8, the word "its" shall be inserted before the word "invitees".

(ii) In the second sentence, the phrase "and the employees shall wear appropriate uniforms" shall be deleted.

(iii) In line 5, the words "and uniforms" shall be deleted.

(iv) In line 8, the word "reasonably" shall be inserted after the word "steps" and before the word "necessary".

(e) Section 6 of the foregoing Terms and Conditions shall be amended as follows:

(i) In line 4 of the first paragraph of said Section and in line 1 of the second paragraph of said Section, the word "its" shall be inserted before the word "invitees".

(ii) That portion of the second paragraph of said Section following the word "Airport" was deleted.

(f) That portion of Section 7 of the foregoing Terms and Conditions following the word "hereunder" was deleted.

(g) The second sentence of the first paragraph of Section 9 and the second paragraph of Section 9 of the foregoing Terms and Conditions were deleted, and the words

(ii) In the line 2 of the first paragraph thereof, the word "Space" was deleted and the word "Terminal" was inserted in lieu thereof.

(n) Standard Endorsement No. 8 shall be deemed amended by deleting the words "immediately upon" in the fourth sentence and, in lieu thereof, there shall be inserted the phrase "within ten (10) days after written".

(o) Standard Endorsement No. 9.1 shall be deemed amended in line 1 thereof by inserting the phrase "to the extent authorized or required hereunder" after the word "Permittee".

(p) Paragraph (c) of Standard Endorsement No. 9.5 shall be deemed amended by deleting the words "twenty-four (24) hours'" and, in lieu thereof, inserting the words "fifteen (15) days'".

(q) Standard Endorsement No. 9.6 shall be deemed amended such that the first sentence thereof shall read in its entirety as follows: "With respect to the services to be provided by the Permittee hereunder and pursuant to the Concession Agreement, 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."

(r) Standard Endorsement No. 16.1 shall be deemed amended by inserting the word "its" before the words "guests" and "invitees" on line 2 of the first paragraph thereof.

(s) Standard Endorsement No. 17.1 shall be deemed amended by deleting the words "gross receipts or" on line 4 of the second paragraph thereof.

(t) Standard Endorsement No. 21.1 shall be deemed amended as follows:

(i) Paragraphs (3) and (4) were deleted.

(ii) On line 10 of paragraph (5), the words "or certificate" were inserted after the word "policy".

(u) Standard Endorsement No. 22 shall be deemed amended by deleting in the first paragraph thereof the words "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".

(v) Wherever in this Permit the words "Terminal", "Airport", or "Facility" are used, it shall be deemed to mean, as the context requires, John F. Kennedy International Airport

as defined in Standard Endorsement No. 19.2 annexed to this Permit and/or Passenger Terminal Buildings 8 and/or 9 thereat.

8. Business Development and Records.

(a) In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

(ii) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for six (6) years after the expiration or earlier revocation or termination thereof, and for such further period with regard to records and books of account relating to causes of action or other claims which accrue prior to the expiration, revocation or termination of this Permit or which are the subject of threatened or pending litigation, settlement or other legal process and until the applicable statute of limitations has expired or, in the case of litigation, settlement or other legal process, such litigation, settlement or legal process has been completely disposed of and all time limits for appeal have expired, whichever is longer, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Terminal (which records and books of account are hereinafter called the "Permittee's Records"). The Permittee shall keep true and correct copies of all Permittee's Records at all times within the Port of New York District;

(iii) Permit in ordinary business hours during the effective period of the Permit, for six (6) years thereafter after, and during such further period as is mentioned in the preceding subparagraph (ii), the examination and audit by the officers, employees and representatives of the Port Authority of (1) the Permittee's Records and (2) also any records and books of account relevant to the Permittee's operations hereunder of any company (or other legal entity) which is an Affiliate of the Permittee. 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 subparagraph (iii) those records and books of account described in (1) above in this subparagraph (iii) which are not required by subparagraph (ii) above to be kept at all times in the Port of New York District and those records and books of account described in (2) in this subparagraph (iii) 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");

(iv) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee;

(v) Furnish on or before the thirtieth (30th) day of each month following the Effective Date of this Permit a statement signed by a responsible officer of the Permittee containing the information and documentation described in Special Endorsement No. 2, paragraph (f) of this Permit;

(vi) Furnish on or before the thirtieth (30th) day of April of each Annual Period following the Effective Date of this Permit a statement of all Gross Receipts, on an Operator-by-Operator basis and for the Terminal as a whole, and specifying the guaranteed rent, percentage rent and other fees and charges received from each Operator, from the date of the commencement of the preceding Annual Period through the end of such Annual Period, together with copies of the Operators' Annual Certified Statements (as defined in the Sublease) with respect to such Annual Period, as well as the Gross Rent-Based Revenues (on an Operator-by-Operator basis and for the Terminal as a whole, and specifying the any components which represent revenues for pass-through expenses by type and amount), the Airline Share and PA Share remitted by the Permittee to each of Airline and the Port Authority, respectively, for the preceding Annual Period, certified at the Permittee's expense by a certified public accountant.

(b) The Permittee understands that compliance by it with the provisions of paragraphs (ii) and (iii) above are of the utmost importance to the Port Authority in having entered into the arrangement under this 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 locations as provided in this Special Endorsement, then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(i) Estimate the PA Share, consistent with the provisions of the Airline Lease, due from the Permittee on the basis that the Port Authority, in its sole discretion, shall deem appropriate, and the Permittee shall pay such amount to the Port Authority when billed;

(ii) 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 (1) require such Records to be produced within the Port District within thirty (30) days of written request for same or (2) if Permittee fails to provide all of such Records within the time period stated

above (time being of the essence in connection with such time period and, in addition, such provided Records being to the complete and total satisfaction of the Port Authority) the Port Authority may 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

(iii) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (ii)(2) 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.

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

(d) Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Special Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Special Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Special Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

9. Indemnity. 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

arising out of or as a result of the Permittee's acts or omissions, or as a result of the Permittee's use and occupancy of the Concession Area pursuant to the Concession Agreement, or as a result of any default by the Permittee of any of the provisions of this Permit, and any claims and demands made by the City of New York against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of New York and the Port Authority covering the leasing of the Airport by the City of New York to the Port Authority, as the same from time to time may have been or may be supplemented or amended arising out of or as a result of the Permittee's acts or omissions, or as a result of the Permittee's use and occupancy of the Concession Area pursuant to the Concession Agreement, or as a result of any default by the Permittee of any of the provisions of this Permit, excepting the willful misconduct or sole negligence of the Port Authority. The agreement of lease between the City of New York and the Port Authority covering the leasing of the Airport by the City of New York to the Port Authority, as it may have been or may hereafter be amended, restated, supplemented or extended is described and defined in Special Endorsement No. 17.

10. Utilities. The Port Authority shall not sell, supply or furnish any utilities or services to the Permittee, including but not limited to electricity. Any and all such utilities or services shall be provided to the Permittee and the Operators in accordance with the terms and provisions of the Airline Lease.

11. Operating Costs and Expenses Charged to Operators. The Permittee shall incur costs and expenses to manage the loading docks areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area and, further, that such costs and expenses shall differ for those Operators which utilize the food court and those which do not utilize the food court, and that other distinctions may also exist as to usage of portions of the Concession Area among Operators. In calculating any proportionate share to be paid by Operators (whether characterized as additional rent, a "Logistical Support and Maintenance Fee", or otherwise) of the Permittee's operating costs and expenses, the amount of such proportionate share shall not be based solely on the percentage floor area which an Operator's Space bears to the total floor area in the Concession Area or the subleased Concession Area but shall also fairly take into account the different usages as aforesaid so that Operators are not required to bear the burden of costs and expenses for services or facilities from which they do not derive a benefit comparable to other Operators. Accordingly, by way of example, the formula for calculating an Operator's proportionate share shall differ as between food-and-beverage Operators and other Operators. The Permittee shall provide to the Port Authority, within thirty (30) days after the date of any written request from the Port Authority for such information, written and detailed substantiation as to the Permittee's operating costs and expenses as described above, the general method of computing such proportionate shares, and the detailed computations of the proportionate share for each Operator at the Terminal.

12. Right of Entry. The Port Authority shall have the right by its officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Concession Area for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations

under this Permit, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, or otherwise.

13. Permittee Responsibilities with Respect to the Concession Area.

(a) Without limiting the generality of any term or provision of this Permit or the Standard Endorsements annexed thereto, and notwithstanding anything to the contrary stated in the Concession Agreement or any Sublease entered into between the Permittee and an Operator, (i) the Permittee shall at all times keep the Permittee's fixtures, equipment and personal property in a clean and orderly condition and appearance and (ii) the Permittee shall be responsible for the repair, replacement and rebuilding of any and all parts of the Terminal or the Facility which may be damaged or destroyed by the acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors or other persons doing business with it. No exception vis-à-vis the Airline and the Permittee with regard to repair, replacement and rebuilding which arise out of the acts and omissions of passengers and members of the general public shall apply under this subparagraph (a)(ii) as between the Port Authority and the Permittee.

(b) The Permittee shall not install any equipment, improvements or fixtures in the Concession Area or elsewhere in the Terminal or perform any alteration or construction work therein without the prior written approval of the Port Authority (in full compliance with the Port Authority Tenant and Alteration Application ("TAA") process, which requires, among other things, that TAA applications be submitted by and in the name of the Airline) and the Airline (including but not limited to the time for the performance of any such installation or work). In the event any such alteration or construction work is performed without the approval of the Port Authority and the Airline then upon written notice from the Port Authority or the Airline the Permittee shall remove the same or cause the same to be changed to the satisfaction of the Port Authority and the Airline.

14. Insurance. (a) Notwithstanding the provisions of Standard Endorsement 21.1 of this Permit, the Permittee shall cause the Port Authority to be named as an additional insured in any policy of liability insurance required by this Permit and each such policy shall contain a provision 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.

(b) The policy of comprehensive general liability insurance required by Standard Endorsement No. 21.1 of this Permit shall include coverage for premises and completed operations. In addition to the policy of insurance required under Standard Endorsement No. 21.1 to this Permit, the Permittee in its own name as insured and naming the Port Authority as a loss payee to the extent of its interest shall secure and pay the premium or premiums for a policy of Fidelity Insurance with a minimum limit of $5,000,000 for employee

dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Permittee or the Permittee's employees and not less than $1,000,000 for money and securities on or off premises, transit and depositors forgery coverage, indemnifying the Airline and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts on the part of the Permittee or the Permittee's employees, throughout the effective period of the permission granted hereunder, subject to the provisions of Standard Endorsement No. 21.1. Each policy of insurance required by Standard Endorsement No. 21.1 or this paragraph shall contain an endorsement providing that the protection afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third party shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and against the Port Authority by the Permittee, but said endorsement shall not limit, vary, change or affect the protection afforded the Port Authority as an additional insured. A certified copy of each policy or policies or a certificate or certificates evidencing compliance with the terms set forth above, and in compliance with the terms and provisions of this Permit, shall be delivered to the Port Authority simultaneously with the delivery of an executed copy of this Permit by the Permittee. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or certificate upon request of the Port Authority.

15. Labor Harmony. (a) The Permittee shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. The Permittee particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center.

(b) The Permittee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof.

(c) If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Permittee or against any of the Permittee's operations pursuant to this Permit which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport or the Terminal, or (ii) physically interferes with access between the Concession Area and any portion of the Terminal or the Airport, by the public, or (iii) physically interferes with access to other areas of the Airport or the Terminal by the public, or (iv) physically interferes with the operations of other lessees or licensees at the Airport or the Terminal, or (v) presents a danger to the health and safety of users of the Facility, persons employed thereat, or to members of the public, whether or not the same is due to the fault of the Permittee or is caused by employees of the Permittee or of others, the Port Authority shall have the right at any time during the continuance thereof, by twenty-four (24) hours' notice to suspend the Permittee's operations hereunder effective at the time specified in the notice. During any suspension, the Permittee shall cease its activities and operations hereunder and take such steps to secure and protect the Concession Area as shall be necessary or desirable. The period of suspension shall end automatically no later than twenty-four (24) hours after the cause thereof

has ceased or been cured. While the Permittee shall be relieved of its obligation to provide leasing, management and marketing services during a suspension period and liabilities relating thereto during the suspension period, suspension shall not relieve the Permittee of any liabilities or obligations which accrued prior to the effective date of suspension, nor shall suspension relieve it of its payment obligations based on funds received from Operators which funds are in its possession on the effective date of suspension or which come into its possession during the suspension period. Accordingly, while the Permittee shall not be obligated to pursue collection of rentals from Operators as a management service during the suspension period, it shall be obligated to accept, deposit, and make payment to the Airline and Port Authority with respect to funds which come into its possession during the suspension period. If the Permittee fully complies with the foregoing sentence then, with respect to the Minimum Guaranteed Rental Shortfall or any "Additional Payment Obligations" (as such term is defined in the Concession Agreement), during the suspension period the Permittee shall be obligated to pay only that portion of the Minimum Guaranteed Rental Shortfall and any such "Additional Payment Obligations" which the Permittee is able to pay out of its collected fees, rentals and other charges received from Operators.

(d) The Permittee shall in each Sublease impose requirements identical to those set forth in paragraphs (a), (b) and (c) of this Special Endorsement upon each and every Operator.

16. No Personal Liability. No Commissioner, officer, director, agent or employee of either the Port Authority or the Permittee shall be charged personally liable or held contractually liable by or to the other party under any term of provision of this Permit or of any supplement, modification or amendment to this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. New York City Lease

(a) The Permittee acknowledges that it has received, and is familiar with the contents of, a copy of the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 (the "City Lease").

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

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

(2) The Permittee shall not pay fees or other sums under this Permit for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(3) With respect to this Permit, the Permittee on the termination of the City Lease will, at the option of The City of New York (the "City"), attorn to, or enter into a direct permit on identical terms with, the City;

(4) The Permittee shall indemnify the City with respect to all matters to the extent described in Section 31 of the City Lease;

(5) The Permittee shall not engage in the privilege permitted hereunder for any use other than as permitted under the City Lease;

(6) The Permittee shall use, operate and maintain the privilege granted hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(7) The failure of the Permittee to comply with the forgoing provisions shall be an event of default under this Permit, which, after the giving of reasonable notice, shall provide the Port Authority with the right to revoke this Permit and exercise any other rights that the Port Authority may have hereunder; and

(8) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Permittee pursuant to the Permit.

18. Interpretation.

(a) No greater rights are granted or intended to be granted to the Permittee hereunder with respect to the Concession Area than the Port Authority has the power to grant under 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 effective period of the permission granted hereunder.

(b) The Special Endorsement and paragraph headings in this Permit are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

(c) 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 a payment of fees 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.

(d) Although the printed provisions of this Permit were drawn by the Port Authority, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of the Port Authority, the Permittee or the Airline and the deletion of language from this Permit prior to its execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Initialed:

For the Port Authority: _____

For the Airline: _____

For the Permittee: _____